



VOLUNTEER CONTRACTOR AGREEMENT

DATE: ____/____/2016

Contractor Name: _____

Contractor Address: _____

City: _____ **State:** _____ **Zip:** _____

Contractor Phone: _____

Contractor Email: _____

THIS VOLUNTEER CONTRACTOR AGREEMENT (the "Agreement") is made effective as of the date first written above (the "Effective Date") by and between Los Angeles College Prep dba "California Basketball Association" (hereinafter, "Company") and the Contractor Name written above (hereinafter, "Contractor").

WHEREAS, Company owns and operates a men's basketball league known as the California Basketball Association (the "CBA" or the "League"); and

WHEREAS, Company desires to engage the services of Contractor as further described in this Agreement, and Contractor desires to provide such services to Company pursuant to the terms and conditions contained within this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. **ENGAGEMENT; SERVICES.**

(a) Company hereby retains Contractor as of the Effective Date to provide all services generally and customarily performed by persons engaged in the same or similar capacities as one or more of the following (check all that apply):

_____ Scorer's table worker _____ Box Office Attendant _____ Trainer

_____ Snack bar attendant _____ Other (describe) _____

(b) Contractor shall perform in a professional and workmanlike manner and will not at any time do anything that may cause any loss or damage to Company in its business reputation, or otherwise.

(c) Contractor will faithfully and dutifully perform services on behalf of Company. These services will be performed in accordance with Company policies and procedures as determined solely by Company.

2. VOLUNTEER "AT-WILL". Company retains Contractor on an at-will basis and Contractor accepts the retention as such. Company or Contractor may terminate this agreement with cause or without cause, with or without notice, at any time.

3. RESPONSIBILITIES OF CONTRACTOR.

(a) Contractor shall cooperate and conform with all advertising and promotions adopted from time to time by Company.

(b) Contractor shall comply with all licensing requirements, laws, ordinances and regulations which may now or hereafter be applicable to Contractor's activities on behalf of company.

(c) Contractor shall have no authority to and shall not make any warranties in connection with Company's services or on Company's behalf.

(d) Contractor shall provide customers with only written materials and/or use only equipment furnished by Company.

(e) Contractor shall not make any false representations concerning the Company's services.

4. NAME AND LIKENESS.

(a) Company shall have the perpetual, irrevocable and exclusive right to use, and authorize others to use, Contractor's name(s), voice, image, photograph, personal characteristics, signature, likeness, expressions, performance, attributes, biographical information (collectively "Name and Likeness") for advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the League, any other works based upon the League, all allied, ancillary and subsidiary rights therein and thereto (including, without limitation, merchandising and commercial tie-in rights), as well as in or in connection with promotional materials for the League or Company in any and all media now known or hereafter devised. Company may take promotional, "behind-the-scenes" type footage and stills relating to the League, and Contractor consents to the use of Contractor's Name and Likeness in connection with such footage and stills and Company shall have the unrestricted right to use such footage and stills for promotional and/or other commercial purposes related to the League.

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(b) Contractor acknowledges that all or part of the League will be filmed and photographed and Contractor grants and releases to Company the right to videotape, film, portray and photograph Contractor and/or otherwise use and reproduce Contractor's Name and Likeness in connection therewith.

5. RECORDS. It is expressly understood that all records and files pertaining to the suppliers, customers, and accounts of Company are the confidential property of Company and shall not become the property of Contractor, and that upon termination of this Agreement, Contractor shall return all such records, files, and confidential information to Company.

6. PROPRIETARY INFORMATION OF COMPANY. Contractor hereby acknowledges and agrees that Company owns certain trade secrets and other confidential and/or proprietary information which constitute valuable property rights that Company has developed through a substantial expenditure of time and money, that are and will continue to be utilized in Company's business, and that are not generally known in the trade. This proprietary information expressly includes, but is not limited to, the names of the customers and suppliers of Company, past and prospective customer lists evidenced by all prior, current and prospective accounts of Company, the identities of key personnel of the customers and suppliers of Company, all forms and agreements provided or shown to Contractor, and other particularized information concerning Company's services and customers. In recognition of these facts, Contractor hereby covenants, represents and agrees that Contractor will not, both during and after the term of this Agreement (i) discuss and will keep strictly secret and confidential all trade secrets and proprietary information of Company, including, but not limited to those items specifically mentioned above; (ii) directly or indirectly, use or permit the use by any person of any said trade secrets or proprietary information until such trade secret or proprietary or confidential information have become publically available (other than through a breach of this Agreement), and have no further value or potential for harm to Company; (iii) directly or indirectly, either on Contractor's own behalf or on behalf of any other person or entity, solicit or attempt to solicit for engagement any person then engaged by Company or any customer whose identity Contractor learned while performing services for Company; and (iv) duplicate any forms, orders, reports, brochures, sales literature training literature, software or other computer programs, or any other documents utilized by Company in its business.

7. RELATIONSHIP BETWEEN THE PARTIES.

(a) Contractor is aware of and understands that Contractor is an independent contractor and will not be an employee of Company for any purpose whatsoever. As a Contractor, Contractor is not entitled to Workers' Compensation benefits. Neither this Agreement, the relationship created between the parties under this Agreement, nor any course of dealing between the parties is intended to create or shall create an employment relationship, a joint venture, a partnership nor any similar relationship.

(b) Contractor does not have nor shall Contractor hold out as having any right, power, authority to create any contract or obligation either express or implied on behalf of, in the name of, or binding upon Company or to pledge Company's credit or to extend credit in Company's name.

(c) Contractor shall indemnify and hold Company harmless for any and all debts, liabilities, claims, and causes of actions and obligations incurred in the performance of Contractor's services hereunder.

(d) Contractor shall obtain and maintain at Contractor's sole expense any licenses or insurance required by union, federal, state, or local law.

8. CONFIDENTIALITY. Subject to applicable law and the rules and regulations of the CBA, Company and Contractor shall keep confidential the terms and conditions of this Agreement. Any information learned, obtained or to which Contractor is a party to as a result of his engagement hereunder, with respect to any and all of the business and financial affairs of the League or Company (including the terms and provisions of this Agreement) or its operating and personnel policies, shall be regarded as confidential information and shall not be disclosed by Contractor to any other parties whatsoever during the Term of this Agreement or after its expiration or termination.

9. NOTICES. All notices to be given pursuant to this Agreement shall be in writing and delivered (i) personally or (ii) by nationally recognized overnight courier service, or (iii) by email with confirmation of receipt, or (iv) by deposit in the United States mail, postage prepaid, registered or certified, and addressed to each respective party, as the case may be, at the following addresses (or to such other address as designated by the parties):

If to Company: California Basketball Association
2046 Hillhurst Ave., Suite 23
Los Angeles, CA 90027
Attn: Michael Miller

with a copy to: Carlyle Legal Corporation
14724 Ventura Blvd., PH Suite
Sherman Oaks, CA 91403
Attn: JaQay L. Carlyle, Esq.

If to Contractor: _____

10. DISPUTE RESOLUTION. Should any controversy, dispute or claim arise between Company and Contractor relating to or arising out of the subject matter of this Agreement (including termination of engagement), the relationship of Company and Contractor, or under any federal, state or local law or ordinance (including, but not limited to, claims, demands or actions under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all amendments to the aforementioned, as well as any other federal, state or local statute or regulation regarding engagement discrimination), such controversy, dispute or claim shall be settled exclusively by arbitration administered in Los

Angeles, California by the American Arbitration Association in accordance with its applicable rules, and judgment upon the award rendered by the arbitrator may be entered in any court in Los Angeles, California having jurisdiction thereof. Company and Contractor each agree that, except for Company's right to injunctive relief pursuant to paragraph 12 below, arbitration shall be the sole and exclusive remedy in the event any such controversy, dispute or claim shall arise.

11. INJUNCTIVE RELIEF. Contractor agrees that Company shall have the right, in addition to any other right which Company may possess, to enjoin Contractor by appropriate legal action from engaging in activities detrimental to Company during the term of this Agreement.

12. ASSIGNMENT. This Agreement, and any benefits to be received pursuant to it, may not be assigned by Contractor without the express prior written consent of Company.

13. MISCELLANEOUS. Each party warrants and represents that it or he has the full right, power and authority to enter into perform the covenants in this Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the parties. Any condition to a party's obligations hereunder may be waived in writing by such party. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The failure at any time of any party to demand strict performance of another party of any of the terms, covenants or conditions set forth in this Agreement shall not be construed as a continuing waiver or relinquishment thereof; and any party may, at any time, demand strict and complete performance of any other party of such terms, covenants and conditions. The unenforceability or invalidity of any provision shall not affect any other provision of this Agreement and this Agreement shall continue in full force and effect, and be construed and enforced as if such provision had not been included. This Agreement shall be deemed to have been made and shall be governed by, construed and enforced in accordance, with the laws of the State of California. The parties acknowledge that this Agreement may be executed in any number of counterparts and by original facsimile or electronic signatures, and in counterparts, each copy of which when so executed and delivered will be deemed an original and all of which, when taken together, will constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first above written.

LOS ANGELES COLLEGE PREP dba
CALIFORNIA BASKETBALL
ASSOCIATION
("Company")

Print Name: _____
("Contractor")

Signature: _____

By: _____
An authorized signatory