



POWER LINE CONSULTING AGREEMENT (Development)

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2012 (the "Effective Date") by and between Student-Athlete _____ and Parent/Guardian of Student-Athlete _____ ("Student-Athlete" and "Parent-Guardian" hereinafter collectively referred to as the "Client") and Power Line Consulting (hereinafter referred to as the "Consultant").

WHEREAS, the Client wishes to engage the Consultant to provide the services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement, NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Client and the Consultant, intending to be legally bound, agree to the terms set forth below.

TERM

Commencing as of the Effective Date, and continuing for two years (the "Term"), unless earlier terminated pursuant to the "Early Termination" clause below, the Consultant agrees that he/she will serve as a consultant to the Client. This Agreement may be renewed or extended for any period as may be agreed by the parties.

SERVICES AND FEES

Offensive and defensive skill - hitting, slapping, pitching, catching, infield, and outfield – sessions, team consultation, league clinics, skill camps, and sport performance training sessions are offered every day every week of the year with the exception of most major holidays and some annual vacation time. Fee schedule is available upon request.

Consultant requires payment in full at the time of service. Payments can be made through cash, check, or credit card. Checks shall be made to Power Line Consulting. Consultant shall be entitled to prompt reimbursement for all pre-approved expenses incurred in the performance of Client's Duties, upon submission and approval of written statements and receipts to the Client.

SERVICE SCOPE AND LIMIT

Client understands that all of Consultant's evaluations, counsel, coaching advice and services will be based upon Consultant's good faith analysis, and professional and personal conclusions and opinions.

Client acknowledges that Consultant has not made any representations or guarantees of any nature with respect to the ultimate results, outcomes, conclusions in connection with Consultant's services, including, but not limited to, Student-Athlete's academic, athletic and financial aid/scholarship prospects. Client acknowledges that Client is responsible for making any and all decisions in connection with Consultant's analysis, conclusions and opinions with regard to any and all academic, athletic and financial aid/scholarship matters related to Student-Athlete.

Client shall pay Consultant for services pursuant to this Agreement, regardless of the ultimate outcome of the Consultant's services on behalf of the Client, and regardless of the ultimate opinions, evaluations and assessments of Consultant. Client is engaging Consultant as an independent contractor to provide the services; and nothing in this Agreement shall be construed to create any partnership, agency, joint venture or employment relationship.

Client further agrees that participation grants Sara Hayes and Power Line Consulting and its agents the right to take and utilize photographs without any legal or financial obligation to Client and/or Team members.

CANCELLATION POLICY

Client agrees to provide Consultant twenty-four (24) hour notice of any cancellation of Consultant's services. Team and League events must provide seventy-two (72) hour notice. In the event that Client does not provide such notice, Consultant shall charge Client for the full amount of the cancelled services.

EARLY TERMINATION

This Agreement may be terminated without cause by either Client or Consultant upon not less than ten (10) days prior written notice by either party to the other. The Client's termination of the Agreement shall occur when either the Parent-Guardian or the Student-Athlete consents to such termination.

WAIVER OF LIABILITY

Client RELEASES, WAIVES, DISCHARGES Consultant from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by Client EXCEPT CAUSED BY THE GROSS NEGLIGENCE OR THE WILLFUL MISCONDUCT OF THE CONSULTANT while Client is participating in Consultant's services.

Client is fully aware of the risks involved and hazards connected with this activity, including but not limited to travel-, training-, and sports-related risks. Client hereby elects to voluntarily participate in said activity with full knowledge that said activity may be hazardous to Client and Client's property. CLIENT VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained by Client, or any loss or damage of property owned by Client, as a result of being engaged in such activity.

Client further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS the CONSULTANT from any loss, liability, damage or costs, including court costs and attorney fees, that Client and/or Team members may incur due to Client's participation in said activity, EXCEPT CAUSED BY THE GROSS NEGLIGENCE OR THE WILLFUL MISCONDUCT OF CONSULTANT.

Client further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS the CONSULTANT for any and all KNOWN violations of any rules and regulations promulgated by the National Collegiate Athletic Association (NCAA). Client accepts that the scope of the Consultant's evaluations, counsel, coaching advice, and services will be within the Consultant's good-faith understanding of the NCAA Rules and regulations. Client agrees that Consultant is in no way responsible for ensuring that Client abide(s) by NCAA rules and regulations in any manner whatsoever.

Client further agrees that participation grants Consultant and her agents the right to take and utilize photographs without any legal or financial obligation to Client.

WAIVER OF CIVIL CODE SECTION 1542

Client acknowledges that the above Waiver of Liability includes Claims and Costs which Client does not know or suspect to exist, and Client waives all rights which may exist under California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

SEVERABILITY; REFORMATION

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

AMENDMENTS

This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto.

NON-WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

DISPUTE RESOLUTION

Good Faith Negotiation

The Client and Consultant agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship. The Client and Consultant agree to participate directly in the negotiations. Unless otherwise agreed in writing, they shall have five (5) business days from the date the questioning party gives Notice (defined below) of the particular issue to begin these negotiations and 15 business days from the Notice date to complete these negotiations concerning the Dispute.

Mediation

If the negotiations do not take place within the time provided in above, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or its agreed upon extension), the Client and Consultant agree to mediate any Dispute. If the Client and Consultant cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. The Client and Consultant agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Client and Consultant shall have 45 calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate as stated in above. The Client and Consultant agree that any mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the governing rules of civil procedure. The Client and Consultant further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship.

Arbitration

If the mediation provided for above does not conclude with an agreement between the Client and Consultant resolving the Dispute, the Client and Consultant agree to submit the Dispute to binding arbitration. If the Parties cannot agree on an arbitrator, the person who served as mediator shall select the person to serve as arbitrator from a list compiled by the Client and Consultant or, where the Client and Consultant do not compile a list, from a list maintained by a bona fide dispute resolution service provider or private arbitrator. The arbitrator's award prepared by the arbitrator shall be final, binding and may be converted to a judgment by a court of competent jurisdiction upon application by either party. The arbitrator's award shall be a written, reasoned opinion (unless the reasoned opinion is waived by the Client and Consultant). The Client and Consultant shall have ten (10) business days from the termination of the mediation to appoint the Arbitrator and shall complete the arbitration hearing within six (6) months from the termination of the mediation. The arbitrator shall have the authority to control and limit discovery sought by either party. The arbitrator shall have the same authority as a court of competent jurisdiction to grant equitable relief, and to issue interim measures of protection, including granting an injunction, upon the written request with notice to the other party and after opposition and opportunity to be heard. The arbitrator shall take into consideration the Client's and Consultant's intent to limit the cost of and the time it takes to complete dispute resolution processes by agreeing to arbitrate any Dispute.

Costs

The Client and Consultant agree to share the mediator's and arbitrator's fees equally. If the Dispute is arbitrated, the arbitrator may include in any award the right to recover mediator and arbitrator fees, along with any other recoverable costs.

Attorney's Fees

The prevailing party in any arbitration may, in the arbitrator's discretion, be entitled to an award of attorney's fees incurred in arbitrating the Dispute. Notwithstanding any clause to the contrary mentioned above and in spite of binding arbitration, if either the Client or Consultant institutes court proceedings to challenge the binding arbitration, then the prevailing party in such legal proceedings will be entitled to recover (in addition to all other available damages and remedies) its costs and expenses incurred therein, including, without limitation, its attorneys' fees.

Notice of Dispute

The Notice required under this section shall be in writing. It shall provide sufficient details of the Dispute to apprise the other party of the basis of the disputant's claims. The Notice should include the invitation to begin negotiation, and where unsuccessful, mediation. The date of delivery of the Notice shall be the triggering date upon which the time deadlines in this section will be calculated.

GOVERNING LAW

This Agreement shall be construed in accordance with and governed for all purposes by the laws of California applicable to contracts executed and wholly performed within such jurisdiction. Notwithstanding any clause to the contrary mentioned above and in spite of binding arbitration mentioned above, if either the Client or Consultant institutes court proceedings to challenge the binding arbitration, such challenge shall be referred to and heard in only a court located in San Diego, California.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and no other statement, promise, or agreement, either written or oral, made by any of the parties or agents of any of the parties, that is not contained in this written Agreement, shall be enforceable regarding the matters raised herein.

EXECUTED, effective as of the Effective Date _____

CLIENT:

SARA HAYES, OWNER:

PARENT-GUARDIAN

POWER LINE CONSULTING

STUDENT-ATHLETE