

# COACH/TEAM APPEARANCE AGREEMENT



This Agreement is made effective as of \_\_\_\_\_ by and between  
\_\_\_\_\_ (Coach/Team),

and *Stewart Fitness, Promoter, 3509 Ribbonwalk Trail Charlotte, NC 28269.*

In this Agreement, the party who is contracting to receive services shall be referred to as “*Promoter*” and the Coach/Team providing the services shall be referred to as “*Coach*”.

1. **EVENT DESCRIPTION:** IFBB Pro League Charlotte Pro and NPC Cup to be held in Charlotte, NC April 14, 15, & 16, 2022.
2. **PERFORMANCE OF SERVICES:** The manner in which the services are to be performed, specific locations, and the specific times will be provided by the *Promoter*. The *Promoter* will rely on the *Coach* to be available during the hours that are agreed upon.
3. **AGREEMENT:** The *Coach* are offered an option of one (1) complimentary package to the IFBB Pro Charlotte Pro and NPC Charlotte Cup when attaining the following participation levels.
4. **PARTICIPATION LEVELS:** Please select a Participation Level
  - A)  **OPTION #1:** *Coach with 15 or more NPC Cup or Masters of Pro registered athletes* will receive the following package (*valued at \$420.00*):
    - 2 VIP Tickets Pre-judging and Finals
    - 3 Backstage Passes
  - B)  **OPTION #2:** *Coach with 10 or more NPC Cup or Masters of Pro registered athletes* will receive the following package (*valued at \$220.00*):
    - 2 VIP Tickets Pre-judging and Finals
    - 1 Backstage Passes
5. **CANCELLATION and REFUNDING OF FEES:** Either party may cancel this agreement without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date or before any portion of the package is received.
6. **LIABILITY:**
  - a. The *Coach* is self-insured for liability protection. Such protection applies to the *Coach*, staff, and associate. The *Coach* must provide their own liability coverage.
  - b. The *Coach* further agrees to hold harmless the *Promoter*, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the *Promoter* while acting within the scope of their employment where protection is afforded.

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7. **DISPUTES:** The *Promoter* and *Coach* agree to attempt to resolve any disagreements and to act in an honest and diligent manner to enter “good faith” negotiations to execute the agreement and/or close the transaction. Should both parties not be able to reach a resolution the parties agree to arbitration according to the laws governing North Carolina.
8. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
9. **AMENDMENT:** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
10. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.
11. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
12. **GOVERNING LAW:** This Agreement shall be governed under the laws of the State of North Carolina.
13. **IN WITNESS WHEREOF,** each of the parties have reviewed the **Stewart Fitness Coach/Team Appearance Agreement**, both Parties or their authorized agent, by signature and date set forth below agree to the terms of this agreement.

**(Coach/Team)**

**(Promoter)**

\_\_\_\_\_  
Coach/Company Name

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature and Date

**Stewart Fitness** \_\_\_\_\_

Johnny Stewart/Promoter

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature and Date