

# FLORIDA SPORTS FOUNDATION CONTRACT AGREEMENT

**THIS AGREEMENT**, made this 23<sup>rd</sup> day of November, 2020, between the Florida Sports Foundation, with its principal office being at 101 N. Monroe Street, Suite 1000, Tallahassee, Florida 32301, hereinafter referred to as "FSF", and **Hannah McClatchey**, hereinafter referred to as the "Contractor."

## 1. APPOINTMENTS AND AUTHORIZATION OF CONTRACTOR

Contractor will perform and render service as an independent contractor and not as an employee of FSF. Service is to consist of completion of event media/logistics assistance for the following event/s and dates:

- A. Florida Senior Games – December 5-13<sup>th</sup>, 2020
  - a. Media Preparation Fee: (\$125 a day) December 5-13<sup>th</sup>, 2020
  - b. Meals and per diem (\$36 a day) December 5-13<sup>th</sup>, 2020
  - c. Mileage (\$.445 a mile) December 5-13<sup>th</sup>, 2020

Contractor is responsible for paying his/her benefits and all applicable and appropriate federal and state taxes as well as self-employment taxes.

## 2. DURATION

This Agreement will become effective when signed by both parties, and will cease at midnight on January 30, 2021. Either party may terminate this Agreement in whole or in part by giving the other party written notice.

## 3. COMPENSATION

- A. For service rendered, a contract payment for completion of service of each of the event/service date listed above, at the end of the event, which will be paid directly to the Contractor by FSF. Any payment for partial service due to early termination will be pro-rated by day. This payment is considered non-employee compensation, and, if it is over \$600 for the year, a 1099 will be produced at the end of the tax year.
- B. *Per Diem* reimbursement for meals will be paid at a per-meal rate, according to FSF current rates. A payment for the completed event/service date listed above, at the end of the event. Payment consists of a pre-set amount for individual breakfasts, lunches and dinners, upon receipt of proper documentation. This reimbursement will also be pro-rated by meal for any partial service.
- C. Housing will be provided at no cost to the Contractor, as specified by the FSF Vice President of Amateur Sports & Events.
- D. If applicable, transportation mileage expense to and from the event cities will be reimbursed at \$.445 per mile, or the Contractor's expense of rental car, compact class, with insurance, will be reimbursed, upon receipt of proper documentation.

#### 4. GENERAL


- A. LIABILITY. FSF shall not assume any liability for the acts, omissions to act, or negligence of Contractor, its agents, servants, or employees. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.
- B. INDEMNIFICATION. Contractor, shall fully indemnify, defend and hold harmless the FSF, Enterprise Florida, Inc. (EFI), and the Florida Department of Economic Opportunity (DEO) from and against suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners or subcontractors within the context of this Agreement, provided, however, that Contractor shall not indemnify for that portion of any loss of damages proximately caused by the negligent act or omission of the FSF. Without exception, Contractor will indemnify and hold harmless the FSF, EFI, and its employees and agents from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Contractor.
- C. ASSIGNMENT. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the FSF's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The FSF may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.
- D. MISCELLANEOUS.
- a. Contractor acknowledges that it, along with FSF, as a subsidiary of EFI, must comply with all applicable Florida public records law as it relates to this Agreement. The FSF reserves the right to unilaterally and immediately cancel this Agreement for Contractor's refusal to comply with this provision.
  - b. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
  - c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.
  - d. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
  - e. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.
  - f. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Each party represents to the


other that it has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder.

The signature of both Parties shall indicate acceptance and agreement on all items outlined in this Agreement:

Florida Sports Foundation:

Contractor:

DocuSigned by:  
  
3EEECA68EC25479...

DocuSigned by:  
  
378114C30E81426...

Matt Guse, Vice President, Operations

Hannah McClatchey

DATE: 11/24/2020

DATE: 11/25/2020

A "W-9" form is attached to and is deemed a part of this contract.

**Contractor Contact Information: (Please complete & print legibly)**

Please present and provide a copy of a valid driver license as proof of identity.

**PERMANENT ADDRESS:**

1419 Tullagee Avenue

*(W-9 address cannot be a post office box, and must be valid for mailing a 1099 in the January following service year)*  
3213617748

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

**IN CASE OF AN EMERGENCY: (must complete)**

CONTACT: Jeannine Stein RELATIONSHIP: Family  
3216267605 3216267605

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_