

PROGRAM AGREEMENT

Overtime Athletics x Tates Creek Community Center

Services Provided

Overtime Athletics will provide structured, high-energy youth sports programming focused on skill development, teamwork, and active play. All equipment, instruction, and staffing will be provided by Overtime Athletics.

Program Details

Sports Spectacular – Community Program

- Wednesdays, 4:30–5:30 PM
- June 17 – July 29, 2026 (no class July 1)
- Total Cost: \$800

Program Description:

A weekly, variety-based sports program where participants are introduced to a wide range of activities including soccer, basketball, flag football, kickball, floor hockey, and more. Each session includes a mix of skill-building and gameplay, with a focus on fun, teamwork, and keeping kids active in a structured environment.

Responsibilities

- Overtime Athletics will provide coaches, equipment, and program instruction
- Tates Creek Community Center will provide facility access and participant coordination

Insurance

- At all times relevant to the performance of this Agreement, Overtime Athletics shall maintain insurance coverages, which shall be properly filed and approved by the Kentucky Department of Insurance, in at least the amounts contained within the certificate of liability insurance produced to Lexington-Fayette Urban County Government (“LFUCG”) as Exhibit 1. Evidence of such coverage shall be made available to LFUCG upon request. LFUCG shall be named as an additional insured in any insurance required by this subsection.
- Overtime Athletics shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Overtime Athletics’ performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Overtime Athletics or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

Payment

An invoice will be issued in advance. Payment is due upon completion of each program.

Independent Contractor

Overtime Athletics operates as an independent contractor and is solely responsible for its staff.

Cancellation

Either party may cancel with a minimum of 14 days' written notice prior to the start of the program.

Agreement Period

This agreement covers the dates listed above unless modified in writing by both parties.

Authorized Signatures

Tates Creek Community Center

Name: _____

Signature: _____

Title: _____

Date: _____

Overtime Athletics (RAE-LOU LLC)

Name: Jordan Pruitt

Signature: _____

Title: Franchise Owner

Date: _____