



CORPORATE PARTNERSHIP AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20_____,
by and between CERA Sports Corporation, hereinafter referred to as "CERA", and
(Company Name) _____,
(Company FIN) _____, hereinafter referred to as "CORPORATE PARTNER",

WITNESSETH:

WHEREAS, CERA is non-for-profit corporation with its primary purpose of establishing continuing recreational and wellness facilities and programs for the benefit of the community in and about Columbus, Indiana; and

WHEREAS, CERA, consistent with its general purposes, has now resolved through its Board of Directors to offer a CORPORATE PARTNERSHIP to qualified corporations or associations; and

WHEREAS, the said CERA Board has determined that the CORPORATE PARTNER, shall be offered corporate partnership status wherein and shall hereinafter be known as a CORPORATE PARTNER; and

WHEREAS, for consideration heretofore set out the CORPORATE PARTNER desires to become a CERA corporate partner;

NOW, THEREFORE, this Agreement is entered into under the following terms and purposes:

1. This Agreement shall continue for a minimum period of twelve (12) months beginning on the _____ day of _____, 20_____, and shall automatically renew unless written notification of cancellation is given 30 days in advance after the initial 12 month period.

2. The CORPORATE PARTNER shall pay to CERA the amount of \$375.00 per person or \$31.25 per month as a fee to provide annual pass privileges **OR the CORPORATE PARTNER will authorize the use of the CERA EFT 12-Installment Monthly Payment Program whereas each employee / pass holder will authorize individual monthly payments from his or her own account. When using the EFT Payment Program, CERA establishes financial responsibility directly with the CORPORATE PARTNER'S employees.**

3. The CORPORATE PARTNER shall have the immediate privilege to enroll their employees into the discounted Corporate Annual Pass Program.

4. CERA shall have the privilege to enroll the CORPORATE PARTNER employees into the program when a current employee shows proper documentation or proof (health insurance card, paystub, employee badge) when enrolling directly through CERA.

5. The CORPORATE PARTNER, entering into this agreement with CERA for the discounted Corporate Annual Pass Program shall make this opportunity available including, but not limited to all employees in the surrounding areas.

6. CERA agrees to make its facilities and services available to all Corporate Annual Pass holders subject to certain restrictions hereinafter set forth.

7. Corporate Annual Pass holders shall be permitted the use of all of the CERA's facilities and to participate in CERA's activities and programs.

8. In the event of any dispute relating to the use of the facilities or any other matter, the decision of the Board of Directors of CERA shall be binding.

9. CERA shall provide to the CORPORATE PARTNER, marketing materials, application forms and other appropriate data, if applicable, for use by its employees.

10. This Agreement shall cease upon the expiration of the contract period set forth in paragraph 1, or upon notification by the Board of Directors to the CORPORATE PARTNER of a continuing violation and disregard of the rules and regulations of CERA by its pass holders.

11. CORPORATE PARTNER employee pass holders shall be required, on an individual basis, to execute certain release, indemnity and waiver forms where the CORPORATE PARTNER employee pass holders, among other things, agrees to waive, release and indemnify CERA, it's Board of Directors, officers, agents and assigns from any and all claims, demands, actions, or suits, (including, but not limited to costs and attorneys fee), arising out of any injury, death, damage or loss which might be sustained by CORPORATE PARTNER employee pass holder or any persons as a result of CORPORATE PARTNER employee pass holders participation in this program.

12. Notice hereunder shall be valid if mailed to CERA at 3989 South 525 East, Columbus, IN 47203, and to the CORPORATE PARTNER at (Company Address) _____

_____ or such other addresses as shall from time to time be designated be either party by appropriate written notice.

13. CORPORATE PARTNER shall appoint one person to whom notices and communications regarding this Agreement are given and received and shall notify CERA in writing of such appointment. The contact for this CORPORATE PARTNER is

_____, Email Address _____

and Phone Number _____ and current number of employees

_____. All notices and communications between the parties shall be addressed to such person at the address specified.

14. CORPORATE PARTNER shall have no right to assign this Agreement without the written consent of CERA.

15. This Agreement shall bind and benefit the personal representatives, successors and assigns of the parties.

16. This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original hereof.

17. The undersigned parties executing this Agreement for and on behalf of their respective Corporations or Associations hereby certify that they have been duly empowered by their Corporations or Associations to affix their signatures hereon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CERA

Company Name:

By: _____

Signed By: _____

Jim Kreutzjans, Executive Director

Title: _____

Date: _____

Date: _____