

# Work Agreement with Cushion Seats, Inc.

**Who We Are:** Cushion Seats, Inc., a Kansas corporation, and the University of Iowa Athletic Department have collaborated to lease semi-permanent cushion seats to interested season ticket holders. Cushion Seats, Inc. (CSI) is located in Manhattan, KS and has been providing cushion seats for over 9 years to Universities and fans across the United States.

**The Program:** Cushion Seats, Inc. (CSI) has non-profit groups and/or private individuals install the seats prior to the football season and take the seats out after the last home game of the season. The number of groups and/or people required depends on the number of seats at the stadium. CSI will pay the group or individual on a per seat basis. Seats installed correctly are paid \$.75 each, and seats removed correctly are paid \$.60 each. Seats must be approved for quality before payment is given for any particular seat.

**Work Required:** Work required to install a seat includes the following tasks: Get all parts required to install seat(s) from storage area; get any tools required from CSI Manager or group representative; take seat components to location requiring seat back to be mounted; mount seat(s) and attach hardware per instructions to meet quality standards. Quality standards will be further explained and examples of acceptable and unacceptable work will be displayed by the CSI Manager. Primary quality standards include the exact centering of seat over seat number, cushion straps positioned correctly, a tightly secured frame, and all parts in good condition. All quality standards must be met in order to qualify as a correctly installed seat.

Seat removals require the removal of attaching hardware; sorting of components and placing them in appropriate storage containers, carrying seat components to specified location and stacking/storing neatly.

**Tools Required:** CSI will provide the necessary power tools, sockets, wrenches and extension cords. Groups and individuals can use personal tools and will be compensated \$.05 per seat installed when using their personal tools.

**Lost or Stolen Tools:** Tools will be checked out by a group representative (individual). The group (individual) will be responsible for the care of all tools assigned until they are checked back in with the Manager. Lost, stolen or damaged tools due to negligence or mistreatment will be the responsibility of the group (individual). Wages will be withheld in the dollar value of the tool(s) that were lost, stolen or damaged.

**Payments:** Checks will be made payable to the group, or individual if not affiliated with a group, and mailed to the address provided by you. Before payment is mailed, group or individual and CSI Manager must agree on the number of seats **correctly** installed or **correctly** removed. All corrections must be made before payment on those seats are made, payments will not be made on incorrectly installed seats. Accurate record keeping by group (individual) is a necessity. Group or individual will be assigned a section(s) and will not work with others in the same sections.

The group or individual worker is not an employee of CSI. The group or individual worker will be an independent contractor of CSI in the performance of their duties under this Agreement.

Taxes are not taken from paychecks. Any individual that makes \$600 or more will be required to submit their Social Security number and will be sent Form 1099 as required by law.

**Representation:** Care of product and tools, pride of work, and respect for the Stadium and the University are of the utmost importance. Each group and/or individual is required to represent the University, CSI and themselves with dignity and respect while at the stadium. Misconduct in anyway is not tolerated by CSI. CSI can require you or your group to leave the premises at any time without compensation if misconduct occurs or activities occur that are not in accordance with the standards of CSI.

**Release of Cushion Seats, Inc. and University.** The undersigned worker (Worker) has asked CSI for Worker to be able to participate in the installation and removal of seats as provided in this agreement. In return and in consideration for participating in this agreement and being compensated, CSI and the University are to be absolved from any and all liability, damages, lawsuits and causes of action as a result of or in any way related to Worker participating in activities under this Agreement.

In consideration of the opportunity of Worker to participate in this program and agreement, the Worker, fully realizing the risks associated with such activity and that such activity could result in an injury and/or a future physical incapacity and illness, nevertheless, on behalf of the himself or herself, his or her heirs, administrators, executors, personal representatives, successors, and assigns, does hereby request that Worker be given the opportunity to participate in this agreement and for the consideration received herein, which is acknowledged by Worker to be sufficient to support this Release, Worker hereby releases and forever discharges Cushion Seats, Inc. and University, and their agents, related entities, successors, administrators, executors, representatives, attorneys and assigns, from any and all debts, demands, actions, causes of action, suits, proceedings, claims, judgments, damages, and liabilities whatsoever of every name and nature, whether known or unknown, contingent or liquidated, asserted or unasserted, existing in law or equity, which Worker may have or acquire or which may accrue to Worker, his or her heirs, administrators, executors, personal representatives, parents, successors or assigns as a result of the activities set forth above and as contemplated by this Agreement.

Worker intends that this be a complete release and discharge of CSI and University and Worker intends hereby to release and forever discharge said persons from all liability whatsoever, including activities that may occur in the future.

Worker has read all the statements contained hereby and fully realizes that Worker is signing a complete release and bar to any further claims which Worker may have resulting from the above activities, now or in the future.

This Agreement shall be interpreted, construed, and governed by and under the laws of the State of Kansas, and Worker submits to the jurisdiction of the Courts located in the State of Kansas.

I have read and accept the work agreement and release and acknowledge the requirements, responsibilities and terms set forth by Cushion Seats, Inc.

Regina Booster Club  
Group Name

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Print Name

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Signature Date