



Intern for College Credit Agreement

This Agreement is made and entered into as of _____, by and between:

_____ (“INTERN”) and [Killerspots.com, Inc./ d.b.a. Walk On Site.com](http://Killerspots.com) (“COMPANY”) (collectively, the “PARTIES”).

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1) Duties:

INTERN’s duties, description of services to be performed and/or products to be created (collectively, the “Work”) are set forth in Schedule A, attached hereto and incorporated into this Agreement by this reference. Schedule A may be amended in writing from time to time with revised or additional Work to be performed by the INTERN and agreed to by the Company, and additional duties, services, or projects may be added as Schedule B, Schedule C, et seq.; and in such an instance, any reference to “Schedule A” in this Agreement shall also be deemed to apply to Schedule B, Schedule C, et seq.

2) Compensation / Payment:

Company agrees to compensate the Intern in college credit. No monetary agreement has been made.

3) Work Made for Hire; Assignment of Intellectual Property:

A. Works Made for Hire/ Intern:

INTERN agrees and acknowledges that all Work performed by *INTERN* under this Agreement shall be deemed work specially ordered or commissioned by Company. Thus, the entirety of the copyright rights in such Work shall belong to Company and may be registered and renewed in Company’s name; provided, however, that this Section 3(A) shall apply only to such Work that creates copyright rights and Work that is for use (1) as a contribution to a collective work, (2) as a part of a motion picture or other audiovisual work, (2) as a translation, (3) as a supplementary work, (4) as a compilation, (5) as an instructional text, (6) as a test, (7) as answer material for a test, or (8) as an demo/ sample. For the purpose of the foregoing sentence, a “supplementary work” is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, after words, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes, and an “instructional text” is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities.

B. Assignment of Intellectual Property.

In consideration of the compensation described in this Agreement, Company, and on behalf of its employees and agents, agrees to grant, release, and assign to *INTERN*, all rights, title, and interest in all copyrights (*excepting those properly deemed works for hire pursuant to Section 3(A) of this Agreement*), patents, trade secrets, and other intellectual property arising out of the Work created under this Agreement that is, all products or inventions created by Company or its employees or agents arising from or reasonably related to the Work for Company, shall be and become irrevocably the property of Company.

Upon request, Company will provide, execute, and return to *INTERN* whatever documents, information, and materials are in Company's possession or reasonably available to Company to enable *INTERN* to protect its copyrights, patents, trade secrets, and other intellectual property rights in any materials produced as a result of this Agreement. Any equipment, software (*including relevant passwords and codes*), parking or other passes, badges, keys or key cards that were provided to *INTERN* by Company for use under the terms of this Agreement will also be returned promptly to Company. All projects, footage, graphics, Company's, property and all items used to produce or relating to the Company's client(s) is the sole property of the Company. All work and final projects are under copy write of Killerspots.com, Inc. unless otherwise specified in writing by the Company's President or Company's bookkeeper or Attorneys.

4) Confidentiality:

INTERN acknowledges that during the engagement he/she will have access to various trade secrets, inventions, processes, information, records, and products owned by *Company* and/or used by *INTERN* in connection with the operation of its business including, without limitation, customer lists, accounts, and procedures. *INTERN* agrees that he/she will not disclose any of these materials or information, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement with *INTERN* for *Company's* benefit.

All records, documents, files, blueprints, specifications, information, letters, original artwork, and similar items relating to the work from *INTERN*, shall remain the exclusive property of Company. *INTERN* shall not retain any copies of the foregoing without Company's prior written permission, whether in electronic / digital or other formats. Upon the expiration or termination of this Agreement, or whenever earlier requested by Company, *INTERN* shall immediately deliver to Company all files, records, documents, information, and other materials of Company's in his/her possession. *INTERN* further agrees that he/she will not disclose the terms of this Agreement to any person without the prior written consent of Company and shall at all times preserve the confidential nature of his/her relationship to Company.

INTERN may be required to execute additional, customer- or project-specific confidentiality agreements as a condition of performing such Work, and *INTERN* hereby agrees to execute such additional agreements as are reasonably necessary for the protection of Company or Company's customers or suppliers.

5) Non-Solicitation:

During the term of this Agreement, INTERN may have contact with Company's customers. Any inquiries from such customers regarding modifying the scope of existing business, or of adding new business, with Company, or other sensitive information concerning the business relationship between Company and any such customers, shall be immediately communicated by INTERN to his/her primary contact person at Company, and any such new business shall belong to Company. Unless otherwise specified in an attached Schedule, INTERN shall not be due any commission or other payment on account of acting as a conduit for such communication.

6) Entire Understanding:

This agreement and any Schedule(s) attached hereto constitute the entire understanding and agreement of the parties, and any prior agreements or understandings are hereby cancelled. All subsequent modifications of this Agreement shall be in writing and signed by the Parties.

7) Assignment:

INTERN shall not assign any of his/her rights, or delegate his/her duties, under this Agreement, without the written consent of Company.

8) Force Majeure:

Neither Party will be responsible for delays or failure of performance under this Agreement resulting from acts of God, war, terrorism, strikes, epidemics, failure of suppliers to perform, earthquakes, power failures, or other causes beyond the control of that Party which render performance by that Party impossible.

9) Term of Agreement:

This Agreement will commence as of the date set first written above and shall remain in effect until the Work is completed and delivered to Company, or until terminated by Company by giving INTERN five (14) days written notice. Should Company wish to terminate this Agreement due to INTERN's failure to perform services to Company's satisfaction; INTERN / Intern shall have five (14) days to satisfy Company and to cure any problems following written notice from the Company describing such problems or unsatisfactory work. If the work is still deemed unsatisfactory by Company after five (14) days, the Agreement shall be immediately terminated.

Notwithstanding the foregoing, the following sections of this Agreement shall survive its expiration or termination: 2, 3, 4, 5, 9, 10, 11, 12, and 13.

10) INTERN's Representations and Warranties:

INTERN represents and warrants that, except as otherwise described in Schedule A:

10.1) In performing the Work described in this Agreement and in Schedule A, INTERN will employ INTERN's best technical procedures, skill, and judgment. INTERN will perform the Work in a manner consistent with Company's best interests.

10.2) INTERN will provide the Work as described in Schedule A that conforms to the specifications agreed upon between Company and INTERN .

10.3) Neither the Work nor any its components have been previously produced / published in whole or in part in any format by INTERN , except as disclosed in writing to Company.

10.4) Any Work provided by INTERN to Company does not infringe on any copyright, trademark, patent, trade name, or other intellectual property right belonging to any person or business entity.

11) INTERN's Declarations:

INTERN agrees to and makes the following declarations:

(Initial each in the space provided):

11.1) INTERN is an INTERN. INTERN has not previously been employed by Company, and INTERN is not an agent or employee of Company. INTERN shall have no right to bind Company, and Company shall not be liable on account of any action or inaction on the part of INTERN, except as otherwise specifically provided in this Agreement or an attached Schedule. _____

11.2) INTERN shall comply with all applicable federal, state, and local laws in performing the Work under this Agreement. _____

11.3) INTERN shall be responsible for his/her own self-employment, payroll, and income taxes and shall indemnify, defend, and hold harmless Company from and against the same. _____

11.4) INTERN shall not be entitled to any unemployment compensation, health insurance, disability insurance, workman's compensation insurance, or other benefits not specified in this Agreement or an attached Schedule while providing, or on account of providing, Work to Company. _____

11.5) INTERN possesses the requisite skill and experience to complete the Work in a professional and timely manner in accordance with industry standards. INTERN shall receive no training from Company. _____

11.6) Unless otherwise stated in this Agreement or an attached Schedule, INTERN shall bill Company on a monthly basis for the Work INTERN provides to Company. (N/A) See Schedule A.

11.7) Except as provided in Section 5 of this Agreement, INTERN shall perform Work for Company under this Agreement on a non-exclusive basis and shall retain the right to provide the same or similar

product(s) and/or services to other Companies, provided that such work does not interfere with the ability of INTERN to fulfill its obligations to Company under this Agreement on a timely basis. _____

11.8) Except as otherwise agreed in an attached Schedule, INTERN shall be responsible for his/her own expenses and equipment, and may perform the Work wherever INTERN deems reasonable. _____

11.9) Any breach or threatened breach of Sections 3, 4, and 5 of this Agreement by INTERN is material to Company and not adequately compensable by money damages; therefore, equitable and injunctive relief shall be authorized to enjoin any such breach or threatened breach, such equitable relief being reasonably necessary for the protection of Company's interest, and, lacking the provisions of Sections 3, 4, 5, and this Section 11.10, Company would be unwilling to enter into this Agreement.

12) Applicable Law:

This Agreement shall be deemed to be made and performed in, and shall be governed by and construed in accordance with the laws of the State of Ohio and of the United States of America without regard to conflicts of law's provisions.

13) Headings

The headings and captions in this Agreement are for convenient reference only, and shall not be used in the interpretation of this Agreement.

14) Dispute Resolution:

Any dispute concerning, arising from, or in connection with this Agreement or the Work shall be resolved through good-faith negotiation, and failing that, in the state and federal courts located in the State of Ohio, County of Hamilton. The prevailing Party, if any, in such litigation shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

15) Counterparts; Effectiveness:

This Agreement may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, by postal mail, or by any other means.

Signature of Sub-Independent INTERN:

Address of Sub-Independent INTERN:

Ph. # _____ Social Sec. /Tax I.D. #: _____

Name and Title of Authorized Representative of Company:

Signature of Representative: _____

Address of Company: 463 Ohio Pike Suite 206, Cincinnati, Ohio 45255 513.201.1380

Schedule A

Description of Work & Compensation

Products to be provided or created, or Services to be performed by, and Duties of, INTERN (collectively, the “Work”):

(see below RESPONSIBILITIES and PRIMARY DUTIES)

COMPANY shall COMPANY shall report directly to Storm Bennett, President in connection with the performance of his/her duties under this Agreement.

Compensation:

- 1) As compensation for the Work rendered by the INTERN under this Schedule A, Company shall pay the INTERN at the rate of \$0 per hour
- 2) College credit: The Company will fill out all paperwork necessary for Intern to receive college credits. Paperwork will be filled out truthfully.

Signature: _____ Date: _____
INTERN

Signature: _____ Date: _____
Company Rep.