

700 Luther Drive Mankato, Minnesota 56001-6163 507.344.7000 | FAX 507.344.7376 www.blc.edu

# **Representative Agreement**

Core Focus Sports Group INC.

This is an agreement between **Bethany Lutheran College** and (d.b.a. Elite Euro Talent & Blusoar (hereafter referred to as "the Representative").

Bethany hereby appoints the above organization to be its representative with the authority to recruit interested students for its Bachelor's degree programs.

## **Background**

- Bethany is a private liberal arts college offering a variety of majors that lead to a Bachelor of Arts or Science degree.
- The Representative's business involves the counseling and recruitment of students wishing to undertake study in the United States of America.
- Bethany and the Representative agree to cooperate together.
- ♦ Any previous Representative Agreement made between Bethany and the Representative is hereby terminated. This new Representative Agreement outlines all further terms of cooperation between Bethany and the Representative.

### **Services**

- To actively promote Bethany as a viable choice for college study in the U.S.
- To ensure that Bethany promotional material is professionally displayed and is always up to date, all translations are accurate, and any out-of-date material is destroyed.
- ♦ To provide prospective students with accurate information and advice in relation to Bethany's programs, F-1 visa requirements, Bethany admission requirements, study costs, and living expenses.
- To ensure that prospective students fully understand the terms of enrollment with Bethany, including the conditions of refund.
- To screen prospective students to determine that they are quality students that can succeed at Bethany.
- ♦ To assist students in the accurate and detailed completion of the Bethany online enrollment application.
- To submit prospective student's enrollment application documents to Bethany.
- To maintain contact with the student during the student's course of study and assist in solving any problems that may arise during the student's period of study at Bethany.
- ♦ To recruit students interested in studying in the USA and to encourage students to complete college and graduate from Bethany.

# **Bethany Agrees:**

- To provide the Representative with promotional material including up-to-date information about the course of study, fees, and conditions of enrollment including refund policies.
- To provide the Representative with electronic promotional materials that the Representative may translate. This includes use of Bethany materials on the Representative's website. This also includes use of the Bethany logo and pictures.
- To provide a basic level of communication for the Representative to translate and share with prospective students.

#### Remuneration

- ♦ For each matriculated student referred to Bethany by the Representative, Bethany will pay the Representative a total commission of \$750 for the student's first semester of full-time study, and \$750 if the student returns for a second semester of full-time study. Therefore, if the student studies full-time at Bethany for two semesters, the total commission will be \$1.500.
- ♦ All tuition and related fees must be paid in U.S. dollars to Bethany all such fees for the student's first semester of study must be received before the students commence study.
- Bethany shall forward payment of the commissions due to the Representative after the student has paid in full, commences study, and after verification from the Representative of student sponsorship, and after all student paperwork is received and approved.
- Renumeration will <u>not</u> be paid to the Representative for any students that first made contact with the College prior to the date this agreement was signed.
- Renumeration will <u>not</u> be paid to the Representative for any student that first makes contact with the College through another representative.

# **Commencement and Termination**

This agreement will commence on the date of the last of both parties' signature. Each party shall have a fully signed and dated copy of this Representative Agreement. This agreement shall run until either Bethany or the Representative terminates the agreement in writing.

### **Hold Harmless / Indemnity Clause**

Representative shall defend, indemnify and hold Bethany and its employees harmless from and against all claims, demands, liabilities, and/or judgments, of every kind and nature, arising out of any alleged wrongful act or willful misconduct by Representative, its employees and/or agents in any manner connected with (i) Representative's business operations, (ii) the Representative's performance of this Agreement, and/or (iii) the breach of any of Representative's obligations under this Agreement. Representative shall, at its own expense, defend any and all such claims and demands and hold Bethany and its employees harmless from and against all attorneys' fees, costs, and other expenses incurred in defending such claims and demands described herein.

It is expressly understood and agreed that the Representative is an independent contractor and nothing contained in this Agreement shall be construed to create a relationship of employer and employee between Bethany Lutheran College and the Representative or their agents or employees.

This Agreement may not be assigned or sublet by the Representative without the express written authorization and consent of Bethany Lutheran College.

Signature: Here RPfifm Signature: Name: Gene R. Pfeifer, Ph.D. Name: Jason Benadretti Position: President Position: Director Date: November 15, 2024 Date: 11/19/24 On Behalf of Bethany Lutheran College On Behalf of Core Focus Sports Group INC.

> Bethany Lutheran College 700 Luther Drive, Mankato, MN, USA 56001 p 800.944.3066 f 507.344.7376 www.blc.edu