



Internship Agreement

THIS INTERNSHIP AGREEMENT is made and entered into by and between the Parties effective as of this _____ day of _____, 20____ (the “Effective Date”).

I. PARTIES:

UNIVERSITY PARTIES:

University of South Alabama (the “UNIVERSITY”), and
USA Jaguar Realty, LLC (“JR”).

PROVIDER:

FULL LEGAL NAME OF PROVIDER:

_____ ,

REFERRED TO AS “PROVIDER.”

BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

INTERNSHIP WILL BE PERFORMED AT: _____

INTERNSHIP START DATE: _____

INTERNSHIP END DATE: _____

II. TERMS AND CONDITIONS

1. Definitions. The following definitions apply:

- a. “Internship” means a program of study as part of UNIVERSITY’s course and/or degree requirements, conducted in cooperation with the PROVIDER, whereby an Intern receives supervised experience and instruction in a real estate professional setting.

b. "Site Supervisor" means that person employed or retained by the PROVIDER as responsible for the development and administration of the Internship affiliation with the UNIVERSITY.

c. "Intern" means a person enrolled in the UNIVERSITY who is to perform the Internship.

2. Purpose.

a. As part of the UNIVERSITY's educational requirements or as required for the award of a degree in particular areas of study, students must complete a supervised experience for a minimum of 112.5 hours.

b. The PROVIDER will provide a foundation for possible long-term engagement of USA Real Estate major students by PROVIDER after completion of the Internship.

3. Term.

The term of this Agreement shall be from the INTERNSHIP START DATE to the INTERNSHIP END DATE set forth hereinabove.

4. The PROVIDER's Obligations.

a. Internship requires a minimum of 112.5 hours of active service by a student, which the Intern will satisfy through:

- (1) Thirty (30) classroom hours of post-license education provided by PROVIDER;
- (2) A minimum of _____ hours of office service work as assigned by PROVIDER, to include duties such as fielding calls, preparing marketing materials, working with support staff, and performing other duties as directed by PROVIDER; and,
- (3) Remaining hours to be satisfied by student by working to engage in the real estate business.

b. The Intern shall bear all costs for books and other training materials necessary for the completion of the thirty (30) classroom hours of post-license education taught by PROVIDER.

c. Co-branding between the UNIVERSITY, JR, and the PROVIDER offers visibility to PROVIDER in terms of marketing, advertising, signs, websites, and other promotions to link partnership between PROVIDER and JR, and PROVIDER shall pay JR a co-branding fee of \$500 upon each Intern engagement.

d. The PROVIDER shall indemnify USA and JR, and their officers, directors, trustees, employees, and agents for any costs or liability arising from or related to the actions or inaction of the Intern in the course of his/her performance of this Agreement.

e. The PROVIDER will pay the Intern a \$500 stipend for office work performed during the Internship period, which shall include regular office hours, as defined by PROVIDER. Payment shall be made by PROVIDER to the Intern at the successful completion of the Internship. The UNIVERSITY shall not be responsible for any taxes or other withholdings related to payment of the stipend to the Intern, and PROVIDER agrees to indemnify and hold the UNIVERSITY harmless from any and all loss or liability arising with respect to any such taxes or withholdings.

f. The PROVIDER hereby agrees to orient the Intern to the PROVIDER's applicable policies and procedures.

g. The PROVIDER, in its discretion, may at any time exclude from participation hereunder any Intern whose performance is determined to be detrimental to the PROVIDER's clients, who fails to comply with proper channels of communication or the PROVIDER's established policies and procedures, or whose performance is otherwise unsatisfactory.

h. The PROVIDER shall contribute in the evaluation of the Intern as may be requested by the UNIVERSITY.

i. The PROVIDER will agree to carry appropriate comprehensive general liability insurance with insurance coverage in existence during the term of this Agreement.

j. To the extent that PROVIDER generates or maintains educational records related to the participating Intern, the PROVIDER agrees to comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws and regulations apply to the UNIVERSITY and shall limit access to only those employees or agents with a need to know.

6. The University's Obligations.

a. The UNIVERSITY shall be responsible for academic administration, curriculum content and programming, and final determination of all grades to be awarded to the Intern for Internship participation.

b. The UNIVERSITY shall ensure that at the time of engagement with the PROVIDER, the Intern shall have passed the Alabama Real Estate Salesperson's Licensing Exam.

d. The UNIVERSITY shall award the Intern a scholarship of \$1,000 to be used toward the Intern's actual cost of the required UNIVERSITY Mitchell College of Business Internship Course.

7. Additional Obligations.

It is expressly acknowledged and agreed that the relationship created by this Agreement between UNIVERSITY and PROVIDER is that of independent contractor, and nothing in this Agreement is intended or shall be construed to create an employer-employee, master-servant, or joint venture relationship, or a lease or landlord-tenant relationship, between UNIVERSITY and PROVIDER, or between UNIVERSITY and any of its employees, servants, or agents or any subcontractors of PROVIDER, and PROVIDER shall be solely responsible for the performance by such employees, servants, and agents, and any subcontractors. UNIVERSITY shall neither have nor exercise any control or direction over the methods or means by which the PROVIDER, and its employees, servants, or agents, or any subcontractors, perform services.

8. Termination.

Either party may terminate this Agreement, with or without cause, upon providing thirty (30) days' advance written notice to the other party. The parties may mutually agree to terminate this Agreement at any time. Notwithstanding the foregoing and subject to removal of the Intern pursuant to Paragraph 4(g), any Intern that has begun the Internship shall be permitted to finish the Internship with PROVIDER.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year written first above.

PROVIDER:

By: _____
Signature of Authorized Officer

Name & Title of Authorized Officer

UNIVERSITY PARTIES:

University of South Alabama

By: _____
Contract Officer

USA Jaguar Realty, LLC

By: University of South Alabama
Its: Sole Member

Contract Officer