



COACHES APPLICATION

Full Legal Name: _____

Date of Birth: _____

Drivers License: _____ State Issued: _____

Previous (or Maiden) Name: _____

Current Address _____

City, State, Zip Code: _____

Email Address: _____

Primary Phone Number: _____

Secondary Phone Number: _____

AAU Membership Number: _____

First Aid Training: Yes [] or No []

CPR Training: Yes [] or No []

Have you played this sport? (When, where, at what level?) _____

Have you been convicted of any of the following crimes: Yes [] or No []

- Child abuse • Sexual abuse of a minor • Physical abuse
- Murder • Manslaughter • Felony assault
- Kidnapping • Arson • Criminal sexual conduct
- Neglect of a child • Abuse causing a child's death • Prostitution related crimes
- Child pornography • Child exploitation • Controlled substance crimes
- Juvenile prostituting or pimping

Are you willing to take direction from TN Elite Leadership? Yes [] or No []

By signing the application you are designating that all of the above statements are true and correct.

Signed: _____

Date: _____

NON COMPETE/NON-DISCLOSURE

Purpose

This agreement, when countersigned below, shall constitute an agreement regarding certain confidential and proprietary information and trade secrets (“Confidential Information”) relating to the business activities of (collectively referred to as the “Parties”), as of the date executed by the company (the “Effective Date”).

For purposes of this agreement Tennessee Elite Football; aka TN Elite will be referred to as (“the Company” OR the “Disclosing Party”) and _____ is hereinafter referred to as (the “Recipient”).

Recipient shall strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared between the Parties for use in scoping, estimating and completing projects for the Company and its clients.

Non-Compete

During this agreement Recipient shall not provide services for or engage in any other way any other business of a similar nature to the business of the Company without the written consent of the Company.

Recipient warrants and guarantees that during this agreement and for the twelve month period following the termination of this agreement shall not directly or indirectly engage in any similar business with the Company current clients or the Company former clients.

Nor shall recipient solicit any client of the Company for the benefit of a third party that is engaged in a similar business to that of the Company or hire any employees or volunteers or former employees or former volunteers of the Company.

Confidential Information

As used herein “Confidential Information” shall mean any and all technical and non-technical information provided by the Company, including but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, authorship, customer lists (including the names, email addresses, phone numbers, or data relating to clients), the names of vendors or suppliers, marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the Company or any its respective clients, consultants, or licensees that is disclosed to the recipient under the terms of this Agreement.

Permitted Disclosure

Confidential Information does not include information which:

- (i) Has become generally known to the public through no wrongful act by the Recipient;
- (ii) Has been rightfully received by Recipient from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the Recipient;
- (iii) Has been approved for release to the general public by written authorization of the Disclosing Party;
- (iv) Has been disclosed pursuant to the requirement of a governmental agency or a court of law without similar restrictions or other protections against public disclosure; or,
- (v) Has been independently developed by the Recipient without use, directly or indirectly of the Disclosing Party’s Confidential Information.

Confidentiality

Recipient acknowledges that it will have access to certain of the Disclosing Party's Confidential Information and agrees that it shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of any formal business association or dealings with the Disclosing Party and in any event, only with the prior written approval of the Disclosing Party.

The Recipient acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to the Recipient by reason of this Agreement. Additionally, the Recipient acknowledges that it may only use the Confidential Information in connection with its business dealings with the Disclosing Party and for no other purpose without the prior written consent of the Disclosing Party.

The recipient further agrees that all Confidential Information, including without limitation any documents, files, reports, notebooks, samples, lists, correspondence, software, or other written or graphic records provided by the Disclosing Party or produced using the Disclosing Party's Confidential Information, will be held strictly confidential and returned upon request to the Disclosing Party.

The term of this Agreement will be ongoing as long as the Parties are working together in any formal capacity. The conditions of this Agreement shall survive the termination of this Agreement.

Consultants, Volunteers, and Employees Bound

Recipient agrees to disclose the Confidential Information to any agents, affiliates, directors, officers, volunteers, or any other employees (collectively, the "Employees") solely on a need-to-know basis and that such Employees have signed appropriate non-disclosure agreements or taken appropriate measures imposing on such Employees a duty to third parties (1) to hold any third party proprietary information received by such Employees in the strictest confidence, (2) not to disclose such third party Confidential Information to any other third party, and (3) not to use such Confidential Information for the benefit of anyone other than to whom it belongs, without the prior written authorization of the Disclosing Party.

Return of Materials

Upon termination or expiration of the Agreement, or upon written request of the Company, the recipient shall promptly return to the Company all documents and other tangible materials, the Company's Confidential Information and all copies thereof. The Company shall notify immediately the recipient upon discovery of any loss or unauthorized disclosure of the Confidential Information.

Remedies

Should the Recipient breach any of the provisions of this Agreement by unauthorized use, or by disclosure of the Confidential Information to any unauthorized third party to the Company's detriment or damage, the Recipient agrees to reimburse the Company for any loss or expense incurred by the Company as a result of such use or unauthorized disclosure or attempted disclosure, including without limitation court costs and reasonable attorney's fees incurred by the Company in enforcing the provisions hereof.

Recipient further agrees that any unauthorized use of or disclosure of the Confidential Information will result in irreparable damage to the Company and that the Company shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or disclosure by the Recipient without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to its conflicts of laws principles. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction in Maury County, Tennessee and the parties hereby consent to the personal jurisdiction and venue of these courts. If any provisions of this Agreement or its applications is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforce-ability of any other provisions and applications herein shall not in any way be affected or impaired.

Entire Agreement

This Agreement is the entire agreement of the parties. This Agreement may be modified only by a subsequent written agreement signed by both parties hereto.

In Witness Whereof, the parties hereto have caused this Non-Compete/Non-Disclosure Agreement to be executed by a duly authorized representative of such party of such party as of the Effective Date.

Tennessee Elite

Recipient

Signature
Edward Gillespie, Jr.
Chief Executive Officer

Signature

Print Name

Date

Date