

(BAT) Business Acceleration Team Applicant Profile

| Name: | | _ Company: _ | | | | | |
|--------------------------------|----------------------------------|----------------|----------|-------------|--------|----------|--|
| Work Phone: | | _ E-mail: | | | | | |
| Cell Phone: | | | Fax: _ | | | | |
| Best Contact # | | | Best ho | urs to reac | h me | | |
| What type of bus | siness do you have? | | | | | | |
| When was your l | ousiness established | ? | | | | | |
| | Male owned Disabled person ow | | | | | | |
| # of employees? | full-time | _ part-time | | seasonal_ | | contract | |
| Structure/Legal I Sole Prop | Entity? orietor Ll | LC | _ S Corp | | C Corp | | |
| _ | are you facing? (lis | | | | | | |
| • | | | | | | | |
| What area(s) are | your strengths? (list | t the top 3) | | | | | |
| _ | | | | | | | |
| What is the natur | re of the help you ar | e seeking? | | | | | |
| | | | | | | | |
| Have you sought | previous help with | this challenge | e? | | | | |
| | | | | | | | |
| If so, was it succ | essful? | | | | | | |
| | | | | | | | |
| Why or why not | ? | | | | | | |

(BAT) Business Acceleration Team

Terms for Consideration

- 1. Confidentiality: BAT members and staff will have access to information, that if revealed to outsiders, could be damaging or sensitive to the BAT Applicant or staff, harmful to the best interests of the organization, or even create legal liability. Information provided to the BAT and staff may concern personnel, financial, contractual, membership or legal matters. It will be confidential and is only intended for decision making and mentoring. Information shall be held in the strictest of confidence and shall not be divulged to any outside party, including other members, without authorization of the BAT Applicant.
- 2. Conflicts of Interest: BAT members and staff members owe a fiduciary duty to the organization. Thus, no BAT member or staff member shall maintain any business enterprise or other activity that directly conflicts with the interests of the BAT applicant.
- 3. **DEFENSE, INDEMNIFY & HOLD HARMLESS AGREEMENT:** I agree and bind myself, my family & my successors to defend, indemnify and hold harmless the BAT and the Tualatin Chamber of Commerce, as well as their officers, agents, servants and employees, from any claim for damage or injury arising out of my activities in connection with this service. I understand that this agreement to indemnify is for any and all liability of the Tualatin Chamber of Commerce. Notwithstanding the foregoing, this agreement shall not apply to the BAT, the Tualatin Chamber of Commerce or their officers, agents, servants or employees for its or their own separate negligence in connection with this service, but only from derivative liability arising from my activities in connection with this service.

Should any litigation arise from this agreement, the prevailing party at trial, and, if taken any decided appear, shall be entitled to be awarded its reasonable attorney fees and costs incurred therein.

4. NO PARTNERSHIP: The BAT and the Tualatin Chamber of Commerce does not, in any way or for any purpose, become a partner of Permittee in the conduct of its activity, business, or otherwise. Furthermore, Permittee shall not be deemed the agent or employee for any purpose of the BAT and the Tualatin Chamber of Commerce and Permittee expressly covenants that it will never assert, claim or hold itself out as an agent or employee of either the BAT or the Chamber of Commerce. For any and all purposes, Permittee shall be considered independent of the BAT and Chamber of Commerce.

I have read this agreement carefully and know and understand its terms. I agree to supervise myself in the conduct of this service to the best of my abilities and to the extent feasible and applicable to the use of City of Tualatin Parks and City of Tualatin. I/we have read and understand the BAT Guidelines and agree to abide by them.

| te: | |
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| empany: | |
| | |
| y Decision Maker(s): | |
| gnature: | |