

STUDENT INTERN AGREEMENT

This Student Intern Agreement is made and entered into as of this ___ day of March, 2011, by and between

ERIE COUNTY VOCATIONAL TECHNICAL SCHOOL, 8500
Oliver Road, Erie, Pennsylvania 16509 hereinafter referred to as
"School"

AND

SCOTT'S CORPORATE SERVICES, INC., 2225 Downs Drive,
6th Floor, Erie, Pennsylvania 16509.

WHEREAS, the School believes that proper field-based learning is an important component of the education of students within the School.

WHEREAS, field-based learning provides a realistic and practical educational learning experience for students.

WHEREAS, Scott's Corporate Services, Inc., and its various separately-incorporated or separately-organized affiliates (referred to herein collectively as "Scott") are valued members of the community which support field-based learning opportunities for students from the School.

WHEREAS, the School and Scott believe it is necessary to insure that all parties, including the School, students, parents and Scott are afforded appropriate rights, responsibilities and protections associated with participating in a field-based learning experience and wish to enter into this Student Intern Agreement to facilitate those goals.

In consideration of the mutual covenants and promises contained herein and with the intention to be legally bound hereby, the parties agree to as follows:

1. Internships. The School agrees that the students will undertake available internships in order to provide a comprehensive view of the Scott facilities and businesses that focuses on the roles and responsibilities of those facilities and businesses.
2. Interns. The School agrees that the students shall not be considered employees of Scott within the meaning of the Fair Labor Standards Act and the Pennsylvania Minimum Wage Law.
3. Training. The School and the students acknowledge that the training, even though it is conducted on site at the facilities of Scott, is similar to that which is given at the School.
4. Supervision. The training is for the benefit of the students of the School. The training does not displace the regular employees of Scott. The students of the School shall work under close supervision of Scott's employees.
5. Benefit. Scott derives no immediate advantage from the activities of the students and on occasion Scott's facilities and operations may be impeded by the presence and training of the students.

6. Wages. The students of the School are not entitled to a job at the conclusion of the training period. The students understand that they are not entitled to wages for time spent within the training program of Scott.

7. School Representative. A School representative will be present during the field-based learning experience unless other arrangements are made between the School and Scott as an amendment to this Agreement.

8. Schedule. Students of the School will be assigned for this experience only during days and hours that the School is in session. The dates of training are to be established and agreed to between the School and Scott.

9. Attire. Students of the School are to dress in appropriate business attire unless Scott requires other attire to complete the training.

10. Transportation. Transportation of the students from the School or other locations to Scott facilities is the responsibility of the School.

11. Attendance. Students are expected to be in attendance at the Scott facility on each day of the program. Early dismissal by Scott will not be accepted unless previously authorized by the School.

12. Scott Policies. Each student will adhere to Scott's policies and failure of the student to comply with such policies will result in termination of the student from the program or other sanctions in accordance with such policies of Scott.

13. Liability Insurance. Scott will maintain liability insurance coverage for acts or omissions of Scott and its agents which is anticipated to be applicable to incidents involving the students to the same extent as to incidents involving other guests or members of the public who enter Scott facilities; provided, however, that Scott reserves the right to require the parent or guardian of the student to sign a waiver and release from liability, and the fact that Scott maintains liability insurance shall not be construed to override any such waiver or release or to constitute an assumption of liability or a waiver of any defenses. Students of the School agree that treatment of illness or injury will not be given at the Scott facilities without signed permission of the parent or guardian, except under emergency conditions.

14. Safety. Scott agrees to provide students with the necessary safety instructions in regard to the use of equipment at the Scott facilities.

15. Term. The term of this Agreement shall begin on the __ day of March, 2011 and continue until June 30, 2011 and may be renewed on a yearly basis by the parties.

16. Assignment. Neither party may assign this Agreement without the written consent of the other party.

17. Amendment. No modification, amendment or alteration of the terms of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties.

WAIVER AND RELEASE FROM LIABILITY

The undersigned are the parent or guardian of the student (the "Parent") and the student named below (the "Student"). In consideration of allowing the student to participate in the internship program provided by or in conjunction with Scott's Corporate Services, Inc. and its various separately-incorporated or separately organized affiliates (referred to below collectively as "Scott") and the Erie County Technical School (the "School") and any related events and activities, and further intending to be legally bound, we, the Parent and/or the Student:

1. Consent and authorize the named student, with our express permission, to leave the premises of the School during the school day to attend outside activities and the Internship Program authorized by the School throughout the school year.
2. Acknowledge and fully understand that the student will be engaging in activities that involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result not only from the student's own actions or inactions, but also from the actions, inactions or negligence of others, or the condition of the premises on which the internship program is conducted or of any equipment used. We further acknowledge that there may be other risks not known to the Parent or Student or to Scott or the School or not reasonably foreseeable at this time.
3. Assume all of the foregoing risks and resulting costs, for ourselves or on behalf of the student.
4. Release, waive, discharge and covenant not to sue Scott and the respective owners, administrators, directors, officers, agents, and employees of Scott, and the School, the owners and lessors of the premises on which the internship program is conducted, all of whom are referred to below as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by negligence of the releasees or otherwise.

WE HAVE READ THE ABOVE WAIVER AND RELEASE FROM LIABILITY, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT OURSELVES AND ON BEHALF OF THE STUDENT AND THE STUDENT ON HIS OR HER OWN BEHALF, IF APPLICABLE, AND SIGN IT VOLUNTARILY OURSELVES OR ON BEHALF OF THE STUDENT.

Date: _____

Parent: _____ [SEAL]

Printed Name: _____

Date: _____

Student: _____

Printed Name _____