

School Partnership Agreement

This Contract for Services ("Contract") is made effective as of _____ ("Effective Date") by and between _____ **School District Name-** ("Recipient"), and **Premier Golf Lessons LLC** ("Provider") of student golf classes for elementary & middle school kids.

1. Description of Services. Beginning on the Effective Date, the Provider will provide to the Recipient the following services (collectively, "Services"):

****THIS CONTRACT IS ONLY A SAMPLE-- AN OFFICIAL COPY WILL ONLY BE GENERATED AFTER BOTH PARTIES AGREE TO WORK TOGETHER.**

Premier Golf Lessons LLC will be providing golf lessons & instruction to elementary & middle school students via golf classes at X school (middle or elementary school) in ____ (school district) _____ and will be using the school gym to host our golf classes.

Premier Golf Lessons LLC will agree to pay/will pay (School District Name) **10%** of all of the revenue generated at their facility per month.

Premier Golf Lessons LLC will inform the school at least 5 business days in advance of scheduled days & times for classes, and will keep a record of student enrollment including: # of students enrolled, school name the class was held at, and how many classes were taught for the month.

At the end of the month, Premier Golf Lessons will provide a report and submit payment to golf course for **10%** of total amount of revenue generated at the school facility per month. *Premier Golf Lessons will issue the school district payment at the beginning of the following month (within 5 days of the start of the following month), after the previous month's end so we can have a full report of the previous month's transactions.

2. Payment. Payment shall be made to the Provider in the total amount of monthly revenue generated at the school.

In addition to any other right or remedy provided by law, if the Provider (Premier Golf Lessons) fails to pay the 10% revenue rental fee when due, the Recipient (School District) has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

3. Term. This Contract may be terminated by either party at any time with written notice by either party- ***although the cancellation may take up to 5 business days to process due to canceling classes & issuing parents refunds on our end.*** After the 5 day window the contract will be void, fully cancelled and terminated without any further action.

4. Work Product Ownership. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, "Work Product") developed in whole or in part by the Provider (Premier Golf Lessons) in connection with the services will be the exclusive property of the Provider. Upon request, the Recipient (School District) will execute all documents necessary to confirm or perfect the exclusive ownership of the Provider to the Work Product.

5. Confidentiality. The Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Provider or divulge, disclose, or communicate in any manner any information that is proprietary to the Recipient. The Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by

the Recipient of these confidentiality obligations which allows the Provider to disclose the Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, the Provider will return to the Recipient all records, notes, documentation, and other items that were used, created, or controlled by the Provider during the term of this Contract.

6. Indemnification. The Provider agrees to indemnify and hold the Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Recipient that result from the acts or omissions of the Provider and/or the Provider's employees, agents, or representatives.

7. Default. The occurrence of any of the following shall constitute a material default under this Contract:

- (a) The failure to make a required payment when due.

- (b) The insolvency or bankruptcy of either party.

- (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.

- (d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. Remedies. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 60 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. Force Majeure. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party who is unable to carry out its obligations and gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed

within the reasonable control of a party if committed, omitted, or caused by such party or its employees, officers, agents, or affiliates.

10. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

11. Entire Agreement. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. Severability. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. Amendment. This Contract may be modified, but such modification must clearly demonstrate an agreement by both parties. An email correspondence showing mutual consent to amend the Contract will be sufficient to show that a modification by both parties has occurred.

14. Governing Law. This Contract shall be construed in accordance with the laws of Washington.

15. Notice. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. Attorney's Fees and Collection Costs. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

18. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

19. Assignment. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, whose consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

The Recipient: **Authorized representative of _____ school district.**
School Representative Name:

Signature: _____

Date: _____

The Provider: **Premier Golf Lessons LLC**

Owner: Matthew Welch

Signature: _____

Date: _____

EXHIBIT A: DESCRIPTION OF SERVICES