

VolleyTots 20/21

GENERAL CONTRACT FOR SERVICES

This Contract (this "Contract") is made effective as of ____/____/2002, by and between NU Breed Volleyball Club Inc., of 320 E Alameda Street, Lindsay, California 93247, (NU Breed VBC), and _____, of _____, _____, _____

1. DESCRIPTION OF SERVICES. Beginning on ____/____, 2020, NU Breed VBC will provide to _____ the following services (collectively, the "Services"):

VolleyTots Volleyball Training

2. PAYMENT. Payment shall be made to 320 E Alameda Street, Lindsay, California 93247.

_____ agrees to pay NU Breed VBC as follows:

\$600.00* subject to no additional facility fees

In addition to any other right or remedy provided by law, if _____ fails to pay for the Services when due, NU Breed VBC 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. WARRANTIES. NU Breed VBC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in NU Breed VBC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to NU Breed VBC on similar projects.

4. TERM. This Contract will terminate automatically on May 27, 2021.

5. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of _____ are the property of NU Breed Volleyball Club Inc..

6. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by NU Breed VBC in connection with the Services will be the exclusive property of NU Breed Volleyball. Upon request, NU Breed VBC will execute all documents necessary to confirm or perfect the exclusive ownership of NU Breed VBC to the Work Product.

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 ON DEFAULT. 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 30 days from the effective date of such notice to cure the default(s). Unless waived 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. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, 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 Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and 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.

10. CONFIDENTIALITY. NU Breed VBC, 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 NU Breed VBC, or divulge, disclose, or communicate in any manner, any information that is proprietary to _____. NU Breed VBC 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.

11. 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 addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

12. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

14. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall 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 shall be deemed to be written, construed, and enforced as so limited.

15. 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.

16. APPLICABLE LAW. This Contract shall be governed by the laws of the State of California.

17. SIGNATORIES. This Agreement shall be signed on behalf of _____ by _____ and on behalf of NU Breed VBC by Jana' Lara, NU Breed Administrator and effective as of the date first above written.

Service Recipient:

By: _____

Service Provider:
NU Breed Volleyball Club Inc.

By: _____
Jana' Lara
NU Breed Volleyball Club, Adminstrator