



HOURLY AGREEMENT

This contract for services is made effective as of _____, 20____, by and between _____ and 5.FUN LLC.

DESCRIPTION OF SERVICES

Beginning on _____, 5.FUN will provide the following services (collectively, the “Services”):

HOURLY SESSION

- 1 hour of 5.FUN instruction
- 1 sections
- 30 students per section
- Standards based, movement curriculum

PAYMENT

Payment shall be made to 5.FUN LLC in the following manner:

A total amount of \$150 will be broken into an initial payment of 20% (\$30) which is due within 3 days upon the acceptance of the contract between the two parties. The remaining 80% (\$120) will be paid upon the completion of the session (Services rendered).

The initial 20% paid upon agreement of the contract is non-refundable in the event of cancellation by the school district. A final student count is required one week prior to services rendered. No refund will be given for students who are absent the day of the session. An additional fee of \$20 per student will be charged for any additional student over the original count provided.

*If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 25% per year, or the maximum percentage allowed under applicable laws, whichever is less. _____ shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if _____ fails to pay for the Services when due, 5.FUN LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel the Contract and/or seek legal remedies.

TERM

This Contract will terminate automatically upon completion by 5.FUN LLC of the Services required by this Contract.

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 5.FUN LLC in connection with the Services will be the exclusive property of 5.FUN LLC. Upon request, _____ will execute all documents necessary to confirm or perfect the exclusive ownership of 5.FUN LLC to the Work Product.

CONFIDENTIALITY

5.FUN LLC, and its employees, agents, or representatives will not at anytime or in any manner, either directly or indirectly, use for personal benefit nor divulge, disclose, or communicate in any manner, any information that is proprietary to the school district. 5.FUN LLC will protect such information and treat it strictly as confidential.

MEDIA RELEASE

5.FUN LLC may use picture, video, artistic renderings, and other media forms from any session or service provided. 5.FUN LLC is also granted the right to edit, use, and reuse said products for marketing purposes including use in print, on the internet, and all other forms of media.

WARRANTY

5.FUN LLC 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 5.FUN LLC’s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to 5.FUN LLC on similar projects.

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 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.

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 10 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.

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 unable to carry out its obligation 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 Nature, 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. 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.

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 supercedes any prior written or oral agreements between the parties.

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.

AMENDMENT

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of Arizona.

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 by the parties.

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.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Service Recipient

School District

School District Designee

Service Provider

5.FUN LLC

Jocelyn L. Paris, Med – Program Director