

GENERAL CONTRACT FOR SERVICES -

This Contract (this "Contract") is made effective as of October 25th, 2023, by and between Annalisa McGuinness, of **Accelerated Ice Academy**, 7212 San Ramon Rd Dublin, CA 94568, (**Coach Annalisa M**), and _____, of _____

1. DESCRIPTION OF SERVICES. Beginning on November 27, 2022, Coach Annalisa M will provide to _____ the following services (collectively, the "Services"):

Private Figure Skating lessons, semi-private Figure skating lessons, zoom meetings, off-ice sessions. **Off-ice is required 1x per week minimum in order to take from Coach Annalisa M.**

Accelerated Ice Academy reserves the right to modify our Services and/or the pricing structure for such services from time to time, in our sole discretion, without notice, including, but not limited to adding, removing, or modifying portions of our Services. If you object to any such changes, you may not access or use the Services. Continued use of our Services constitutes your acknowledgment and acceptance of such changes.

2. PAYMENT. Payment shall be made to Coach Annalisa M via Cash. All other forms of payment will not be accepted. **ALL SALES ARE FINAL! THERE ARE ABSOLUTELY NO REFUNDS.**

_____ agrees to pay Coach Annalisa M as follows and agrees to the terms and conditions for payment. There will be absolutely no refunds.

Payment will be due one week prior to the start of the month or before the first lesson of the pricing plan. Please let me know one week prior to the start of the month if you cannot attend one or our weekly lessons. Lesson slots are limited and will be saved until the first day of the month. Please confirm your weekly lesson time with Coach Annalisa M and only book your designated weekly lesson.

Lessons will NOT BE CONFIRMED until the payment is received. Coach Annalisa M will be fully responsible to book/select the lesson dates/times in alignment to your schedule availability. If you do not get a confirmation email, your lesson IS NOT CONFIRMED. You acknowledge that you are automatically sent email confirmations and reminders have the option to opt into text reminders for lesson appointments.

Sales for Accelerate Ice Academy - Coach Annalisa M website does not offer refunds or pricing plan changes of any kind (including date, time, and course). We are unable to

offer any exceptions. Please be sure you have selected and read the terms of the pricing plan and that you confirm the lesson and class time is accurate before completing your purchase or booking your sessions. If you are more than 10 minutes late it is considered no call/no show and the remaining lesson time will not be provided or refunded.

In addition to any other right or remedy provided by law, if _____ fails to pay for the Services when due, Coach Annalisa M 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 legal action.

3. CANCELLATION FEE & SICK POLICY.

Due to no shows, sick cancellations, and makeup lesson cancellations there is a \$50 cancellation fee effective 9/2/22. If the fee is unpaid, any future lessons will not be given or refunded.

In the event you have an emergency (sickness) your lesson will be credited to a makeup due within one week that doesn't count as your weekly lesson. Please confirm an additional time that you can attend a makeup lesson (in the morning/weekend) that doesn't count as your regular weekly lesson.

There is an allowance of 3 sickness per 6 month period. If there are more than 3 sick cancellations, Coach Annalisa M can terminate the student-coaching relationship.

4. WARRANTIES. Coach Annalisa M 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 Coach Annalisa M's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Coach Annalisa M on similar projects.

5. TERM. This Contract may be terminated by either party upon 30 days prior written notice to the other party.

6. PROBATION PERIOD. There will be a 3-6 month probation period whereby Coach Annalisa M can terminate the contractual agreement if the student is failing to meet the expectations of Accelerated Ice Academy.

7. 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 Coach Annalisa M in connection with the Services will be the exclusive property of Coach Annalisa M. Upon request, Coach Annalisa M will

execute all documents necessary to confirm or perfect the exclusive ownership of _____ to the Work Product.

8. 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.

9. 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 7 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 a time period shall result in the automatic termination of this Contract.

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, 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 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. **YOU REPRESENT, WARRANT, AND AGREE THAT YOU HAVE READ AND UNDERSTOOD THIS SECTION REGARDING ARBITRATION, AND THAT YOU UNDERSTAND AND ACKNOWLEDGE that we are GIVING UP OUR RIGHT TO GO TO COURT** to assert or defend our rights. Our rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury. We are entitled to a fair hearing, but the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES**

APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT. YOU ACKNOWLEDGE AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COACH ANNALISA M ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

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.

18. SIGNATORIES. This Contract shall be signed on behalf of _____ by _____ and on behalf of Coach Annalisa M by Annalisa McGuinness, Coach/ Owner and effective as of the date first above written.

Service Recipient: _____

Signature: _____

Date: _____

Service Provider: Annalisa McGuinness
Annalisa McGuinness Coach/ Owner

Signature: _____

Date: _____

Liability Waiver:

Disclaimers:

PARTICIPATE AT YOUR OWN RISK. Although the Services are suitable for most people, you understand that there are risks of physical injury associated with, arising out of and inherent to the activity of ice skating, off-ice training, stretching, and fitness. While we take reasonable care in developing the Services, including conducting Coach Annalisa M's lessons, we accept no responsibility of any kind for injury or loss that you may experience. You knowingly and voluntarily agree to assume all risks in connection with your access to, use of, or participation in the Services and agree to release, hold harmless, and discharge Coach Annalisa M and its affiliates, contractors, interns, employees, representatives, agents, partners and licensors from any and all liability and claims, including but not limited to personal injury, death, emotional distress, loss, or damages, known or unknown, foreseen or unforeseen, which you may incur as a result of accessing, using, or participating in the Services. You are responsible for ensuring, and you represent and warrant that you are, physically and mentally capable to access, use, or participate in the Services, including participation in the Coach Annalisa M lessons and classes and that you have no medical or psychological condition that would make you unsuitable to access, use, or participate in the Services. As always, consult your physician before beginning any fitness routine.

WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

WE ARE NOT LIABLE FOR ANY DAMAGES YOU SUFFER ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES.

SIGNATURE AND DATE:

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

Service Recipient

Name: _____ Signature: _____
Date: _____

Coach Annalisa M

Name: _____ Signature: _____
Date: _____

