

SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”), dated October 28, 2019 is between The Practice Space, a 501(c)(3) public speaking education center based in California (“**TPS**”), and Davis Joint Unified School District (“**Client**”), and collectively as the “**Parties**”.

Background

This Agreement sets forth the terms and conditions under which TPS has agreed to provide guided instruction and coaching as set forth in the Proposal provided to the Client prior to this Agreement (Attachment 1), and as amended herein, for the purposes of supporting the development of effective communication and public speaking skills for the Client’s students.

Accordingly, the Parties agree as follows:

1. TPS Services: TPS shall provide Client with a “**Group Package**,” a package of services as outlined in Attachment 1, and mutually assented to by the Parties. Such services shall be provided by TPS at the “**School Space**,” which is a location at Client’s office or as otherwise identified by the Client.

2. Term. The Term of this Agreement will begin on October 29, 2019 (“**Commencement Date**”). The Term consists of ten two-hour workshops in the 2019-20 school year, all to conclude no later than March 31, 2020 (“**End of Term**”). If there are scheduling issues and adjustments, the parties must agree upon an amended Term.

- (a) No Automatic Renewal: There will be no automatic renewal under this Agreement.
- (b) Termination: The Parties may only terminate this Agreement with duly delivered written notice to the other Party at least ten (10) business days prior to the termination date in such notice.
- (c) Cancellation Fees: If Client terminates this Agreement, fifty per cent (50%) of any compensation due to TPS within thirty (30) days of the notification of termination date shall be due to TPS. Client shall pay TPS, within ten (10) business days of termination, any such compensation due under this Agreement up to the date of termination. Compensation paid to TPS up to the termination date is non-refundable.

3. Compensation. Client’s Group Package consists of the following services and Client shall pay TPS as follows:

- (a) Group Package: 10 two-hour public speaking coaching sessions in preparation for public performances during the 2019-20 school year (20 total hours of instruction) at a
Total Cost for Group Package: \$6,250
- (b) Payment Schedule:
 - (1) First Payment: On or before Commencement Date
50% of Total Cost \$3,125
 - (2) Second Payment: On or before the tenth (10th)
day after the End of Term
50% of Total Cost \$3,125

4. Representations and Warranties. The Parties represent and warrant as follows:

- (a) TPS shall perform in good faith and provide the Group Package services described in Attachment 1.
- (b) Client represents and warrants that its designated participants shall attend all activities as set forth in Attachment 1, as scheduled by Client, and its participants shall actively take part in TPS's services.
- (c) TPS represents and warrants that TPS has the expertise outlined in Attachment 1.
- (d) TPS makes no representations and warranties as to the effectiveness of the Group Package, which is dependent upon the good faith participation of Client's participants.

5. LIMITATION OF LIABILITY; NO WARRANTY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR (1) SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

6. Entire Agreement. This Agreement and any attachment/exhibits constitute the entire agreement between the Parties relating to the subject matter herein. The failure of either Party to enforce any provision of this Agreement 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 Agreement. This Agreement shall not be modified or amended except in a writing signed by the Parties. Each Party sought, or had the opportunity to seek, the advice of an attorney of her choice before signing this Agreement, and the Parties understand the terms, consequences and binding effect of this Agreement. The headings in this Agreement are solely for the convenience of the Parties and shall not affect the interpretation of this Agreement.

7. Severability. If any provision of this Agreement 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 Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. Assignment. Neither Party may assign its rights or responsibilities or delegate any of their respective duties under this Agreement without the other Party's prior permission in a writing.

9. Relationship of Parties. This Agreement does not create a relationship between the Parties with the characteristics of an agency, partnership, or joint venture. Neither Party shall have the right or authority to act on behalf of, or represent, the other Party, and each Party hereto shall be liable for its respective debts and obligations.

10. Notice. Any notices or communications required by this Agreement must be in writing, and be either (i) personally delivered, (ii) mailed, by prepaid, certified mail or overnight courier, or (iii) emailed, to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored email address of such Party as follows:

To TPS:
The Practice Space
10261 San Pablo Ave.

To Client:
DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B Street

El Cerrito, CA 94530
Phone: (510) 708-0535
Email: annmarie@practice-space.org
Attn: AnnMarie Baines

Davis, CA 95616
Phone: (530) 757-5300
Email: rboonchouy@djusd.net
Attn: Rody Boonchouy

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) business day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received confirmation from the recipient of such or electronic transmission. A Party may, for purposes of this Agreement, change his, her or its address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

11. Governing Law. This Agreement and all matters or issues material hereto shall be governed by the laws of the State of California applicable to contracts and federal laws applicable to intellectual property. The Parties agree to jurisdiction and venue in Contra Costa County with respect to any matter arising out of or relating to this Agreement.

12. Force Majeure. Neither Party hereto shall be liable for failure to perform its obligations under this Agreement if, and only for so long as, such failure is due to acts beyond its control, which include without limitation acts of God or public enemy, acts of federal, state, or local government in either its sovereign or contractual capacity.

13. Counterparts. The Parties may execute this Agreement in counterparts (or duplicate originals), each of which is an original, but all of which together constitute a single agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement personally and acknowledge that they understand and agree to be bound by this Agreement's terms and conditions.

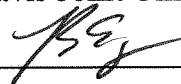
The Practice Space

Name: AnnMarie Baines

Title: Executive Director

Date: _____

Davis Joint Unified School District



Name: Bruce Colby

Title: Chief Business Officer

Date: 10-29-19