

## AGREEMENT

This agreement is between DANCETINATIONS, a[n] Nevada LLC and (First and Last Name or Business Name) \_\_\_\_\_, a[n] (State of Organization and business type) \_\_\_\_\_.

The parties agree as follows:

### 1. DANCETINATIONS OBLIGATIONS.

Dancetinations shall provide pre-determined excursion specifics as best to their ability. Dancetinations will refund any cancellations made by a third party vendor. Provide confirmation of bookings for each excursion previously discussed and outlined. Dancetinations will NOT be held accountable for any unforeseen events or acts of God that might hinder any portion of the agreed upon excursion but will, to the best of their ability, find acceptable options to rectify any such situations.

### 2. \_\_\_\_\_ OBLIGATIONS.

\_\_\_\_\_ shall make a non-refundable deposit of 20% of the full excursion cost. To pay Dancetinations IN FULL no later than TWO WEEKS PRIOR to the excursion date. To maintain total responsibility and liability for all parties while parties are on designated excursion. This includes but is not limited to bodily injury, property damages, lost or stolen property, allergic reactions, illegal use of drugs and/or alcohol, public disturbances, and pre-established medical conditions. All parties have read all rules and regulations of each excursion.

### 3. REPRESENTATIONS OF THE PARTIES.

- (a) Marcy Fox hereby represents Dancetinations in all binding contracts.
- (b) \_\_\_\_\_ (Chaperone/Team Leader/ Payment Maker) hereby represents (Studio/Team Name) \_\_\_\_\_ in all binding contracts.

### 4. ADDITIONAL TERMS.

A final headcount will be provided to Dancetinations no later than four weeks prior to excursion date. Should \_\_\_\_\_ (Team/Studio) decide to cancel, a refund will be given with the exception of the 20% non-refundable deposit, and any third party vendor bookings that refuse refunds. Should any individual team member have to cancel, their paid portion will NOT be refundable. Any remaining payments due to Dancetinations will be recalculated according to the new number of members. If cancellation occurs within the four weeks prior to excursion date, no recalculations will be made. All excursion specifics MUST be in writing or marked on the Dancetinations checklist given to the team. Dancetinations will not be liable for excursion changes made without a written form of documentation made IE: email or checklist.

### 5. FORCE MAJEURE.

A party will not be in breach of or in default under this agreement on account of, and will not be liable to the other party for, any delay or failure to perform [his][her][its] obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform [his][her][its] obligations under this agreement.

## 6. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the state of Nevada govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Clark County, Nevada.
- (c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for [his][her][its] reasonable attorneys' fees and costs.

## 7. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed [by both parties] [by the parties' respective authorized representatives] [by a party or its authorized representative].

## 8. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party, which consent may not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party, which consent may not be unreasonably withheld.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 8, it is void.

## 9. COUNTERPARTS; ELECTRONIC SIGNATURES.

(b) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(c) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

## 10. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

## 11. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section 11 to a party at the following addresses:

If to the **DANCETINATIONS:**

Marcy Fox, CEO

11690 Vacanze Ct

Las Vegas, NV 89183

Fax Number:

Email Address: [Dancetinations@gmail.com](mailto:Dancetinations@gmail.com)

If to **Studio/Representative:** \_\_\_\_\_

Contact Name/Position: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
City, State Zip Code: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

## 12. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

## 13. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

## 14. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

## 15. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

## 16. NECESSARY ACTS; FURTHER ASSURANCES.

Each party **and its officers and directors** shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

DANCETINATIONS

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Marcy Fox

Title: CEO

Date: \_\_\_\_\_

\_\_\_\_\_ (Studio/Team)

By: \_\_\_\_\_

Print Name of Person Signing: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_