

Ivy League Barista Academy

Agreement

This Agreement is entered into and effective on _____ (the "Effective Date"), by and between Elite Ownership Inc., d.b.a. Ivy League Barista Academy, (the "Seller" or "ILBA") and _____ (the "Buyer"). This Agreement incorporates the attached Class Registration Form, and any amendments and addendums thereto, in full as though fully set forth herein and is an agreement binding Buyer and Seller to the payment for the items listed on the Class Registration Form. Class Registration Form item costs are final. Circumstances beyond Seller's control may require adjustment to the training dates.

Purchasing: In order to secure registration, this Agreement must be signed by Buyer's authorized representative and returned to Seller via fax. Buyer must fax the documents to Seller at (760) 542-6403.

Manner of Payment: Payment in full, in the form of a credit card, check or money order, sent certified mail, no less than 10 days prior to scheduled class date start date. Checks or Money Orders must be made payable to:

Ivy League Barista Academy
1150 Joshua Way
Vista, Ca 92081

Travel Expenses: All travel-related expenses such as airfare, hotel, car rental, meals, etc. are the responsibility of the Buyer.

Indemnification: Buyer (the "Indemnifying Party") shall indemnify, defend, and hold harmless Seller and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys fees and costs, arising out of or incident to the active and passive negligent or intentional acts or omissions of the Buyer, its officers, directors or employees in connection with this Agreement.

Limits of Liability: Based on our experience and expertise, ILBA will provide general instruction and training to Buyer, but Buyer acknowledges and understands that Buyer is responsible for all decisions regarding Buyer's operations and future business dealings. ILBA in no way, makes any claim or representation that Buyer will be profitable or successful, and that attendance at The Ivy League Barista Academy will be the difference between success and failure of the business. Buyer recognizes that the profitability and success of the business is the result of many factors including, but not limited to: location, marketing strategy, staffing, training, customer service, product quality, consistency, menu options, demographics, business volume, etc. Buyer hereby waives any claim and releases ILBA from any and all claims, costs, damages or expenses in any manner, arising out of ILBA performance under this Agreement, whether the same is known or unknown, suspected or unsuspected. Buyer waives any claim for incidental or consequential damages.

Professional Advice: ILBA recommends that Buyer seeks the advice from professionals such as attorneys, financial advisors, real estate brokers, and other related consultants before making significant legally binding decisions, including signing contracts, leases, loan documents, equipment, and supply purchases.

Arbitration Clause: All disputes relating to this Agreement shall be arbitrated through the American Arbitration Association in lieu of a court action. The arbitration shall be conducted in accordance with the then prevailing rules of the American Arbitration Association or its successor for arbitration of commercial disputes, and the provisions of California *Code of Civil Procedure* Section 1283.05, or any successor or amended statute or law containing similar provisions.

Cooperation in Litigation: Buyer shall cooperate with Seller's reasonable requests for assistance in the event of litigation brought against Seller and/or dispute resolution arising directly or indirectly from the Class Registration Form or amendments and addendums thereto attached to this Agreement.

Ivy League Barista Academy

1150 Joshua Way Vista, CA 92078 Phone: 760-542-6402 Fax: 760-542-6403 E-mail: info@ivyleaguebaristaacademy.com

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General Provisions

Entire Agreement; Amendment: This Agreement including any amendments, addendums, and Class Registration Form hereto contain the entire agreement between the parties with respect to the matters referred to herein. This Agreement may be amended only by a written instrument signed by all parties hereto. No provision of this Agreement is to be interpreted for or against either party for the reason that the party or their legal representative has drafted or contributed to the terms of the Agreement, negating the effect of California *Civil Code* §1654 and other statutory provisions providing otherwise. If any provision in this Agreement is deemed invalid, it shall be severed, so that all other portions remain in full force and effect.

Waiver: Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

Attorney's Fees: If any legal action or other proceeding is brought because of dispute, breach, default, misrepresentation in connection with this Agreement, or to enforce this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees in addition to any other relief granted.

Choice of Law: This Agreement is entered into in, and shall be governed by, the laws of the State of California.

Counterparts: This Agreement may be signed in different counterparts, and the signature pages combined create a document binding upon all parties. It shall be effective as of the date of the Effective Date once execution by all parties, consistent with and contingent upon the conditions set forth in this Agreement. Each person executing this Agreement warrants and represents that he or she has the express and actual authority to execute this document on behalf of the entity or entities represented below.

Film and Photo Release: I hereby grant Elite Ownership, Inc. and the Ivy League Barista Academy the right to broadcast, duplicate, distribute and/or televise my image for promotion, educational, public service, or advertising purposes, either now or at a later date. I hereby waive any claim to royalties or other payments in connection with the broadcast or other use of such material. I release and discharge Elite Ownership, Inc. and the Ivy League Barista Academy, the advertiser or their agents, and all those acting under their authority, from any liability of any violation of any personal or property rights which I may have in connection with the broadcast or other use of such materials. I grant permission to the Ivy League Barista Academy and Elite Ownership, Inc. to use my photograph and/or testimonial on its Website or in other official printed publications without further consideration, and I acknowledge the right of The Ivy League Barista Academy and Elite Ownership, Inc. to crop or treat the photograph at its discretion.

Acceptance

If you are in agreement with the above pricing, terms and conditions of this Agreement for services, please indicate with a signature in the space provided below and send signed Agreement and Class Registration Form via fax to Seller.

Accepted /Agreed,

Title: _____

Date: _____

Ivy League Barista Academy

Restricted Rights Legend

This document contains propriety information of Ivy League Barista Academy. Its receipt of possession does not convey any rights to reproduce or disclose its contents or manufacture, use or sell anything it may describe. Reproduction, disclosure, extract, use or derivative work of any information or design without specific written authorization of Ivy League Barista Academy is strictly forbidden. The recipient shall use the document solely for the purpose of determining whether to enter into a business relationship or Agreement with Ivy League Barista Academy and shall ensure that its employees are subject to the restriction identified herein. This document must be kept only in the recipient's confidential files when not in use. The recipient will take reasonable measures to prevent unauthorized access to copying, dissemination or use of all or part of this document.