

2019 Autism Fitness Certification Level 1 CONTRACT FOR HOST SITE

THIS AGREEMENT (“AGREEMENT”) is made as of this 5th day of November 2018, and between **Autism Fitness** (“Promoter”) 245-20 Grand Central Parkway, Little Neck, NY 11426) & XYZ Corp NYC (insert address) (hereinafter referred to as “Host Site”).

WHEREAS, Autism Fitness has organized and will manage an educational training program entitled “**Autism Fitness Level 1 Certification,**” (“hereinafter referred to as the “Event 1”)

WHEREAS, “(XYZ Corp)” desires to provide a host space for the “Event 1

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, and upon good and valuable consideration, the parties agree as follows:

1. “Promoter” Obligations

1.1” Promoter” shall organize, manage and otherwise be responsible for the execution of the “Event” as well as making all the necessary arrangements for the occurrence thereof.

1.2 “Promoter” will provide a Team Member to handle the registration of the program on site.

1.3 “Promoter” shall develop, all advertising and promotional materials related to the” Event.”

1.4 “Promoter “will provide “host site” (XYZ Corp); 1 complimentary registration, one (1) registrations @ \$429.00 USD and host site staff will receive the early bird registration pricing with no expiration for the “Event 1.”

1.5 “Promoter” will allow a “XYZ Corp” representative to introduce the employment opportunities available within their organization.

“HOST SITE “Obligations

2.1 “Host site” agrees to provide space, appropriate for a 20-30-person lecture and movement room Saturday June 1st (1:30pm-8:30 and Sunday June 2nd, 2019, (9:30am – 5:30pm)

2.2 “Host Site” agrees to allow participants access to locker and changing areas and use of the gym during lunch breaks.

2:2 “Host Site” agrees to locally promote, post, distribute and advertise with materials provided by “Promoter”

2:2a – Host Site agrees to follow the “How To Guide” (separate document)

2:3 "Host Site" will provide "promoter", "presenters" and "attendees a guest waiver and shall hold harmless the "promoter" its "presenters" or agents from any incidents or injuries

Initial _____

3. Warranties and Representations.

3.1 "Promoter" hereby represents and warrants that (i) it has full right and authority to enter into and fully perform this agreement in accordance with its terms and this agreement constitutes a valid and binding agreement. (ii) it will not do anything which would limit, diminish, or impair the rights which "Host Site" has acquired in this agreement.

3.2 "Host Site" hereby represents and warrants that (i) it has the full right and authority to enter into and fully perform this agreement in accordance with its terms and this agreement constitutes a valid and binding agreement of "Host Site" and (ii) it will not do anything which would limit, diminish, or impair the rights which "Promoter" has acquired in this agreement.

3.3 No party can be held responsible for nature or other acts of god.

4. Arbitration. Any controversy or claim out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgement upon the award rendering may be entered in any court having jurisdiction thereof.

5. Entire Understanding This agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this agreement and supersedes all prior agreements whether written or oral. No waiver, modification or addition to this agreement shall be valid unless made in writing and signed by the parties hereto.

6. "Host Site" agrees to cover the difference if a minimum of ten (10) paid attendees for the Level 1 Course is not met.

Initial _____

7. **Further Assurances.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

7:1 "Host Site" agrees to execute, track and perform all marketing and advertising as prescribed in "Marketing Partnership Addendum"

IN WITNESS WHEREOF, each party has executed this Agreement as of the day
year first above written.

By: Eric Chessen
Founder
Autism Fitness

By: _____

By:
Owner/Officer
XYZ Corp

By: _____

SAMPLE