



## ACADEMY PITTSBURGH PLACEMENT AGREEMENT

Made on or as of the **18th** day of **September, 2017** (the "Start Date"), by and between ACADEMY PITTSBURGH, LLC, a Pennsylvania limited liability company ("APGH"), with its principal place of business at 744 East Warrington Avenue, Pittsburgh, PA 15210, and \_\_\_\_\_, whose address is at \_\_\_\_\_ (the "Client"), intended to be legally bound hereby:

**1. This Agreement is the final, complete and exclusive statement of the entire agreement between APGH and Client regarding the placement of the human Potential Staff provided hereby (the "Potential Staff"), and supersedes any prior and contemporaneous requests for proposals, proposals, purchase orders, and all other communications relating to the subject matter of this Agreement, whether oral or written. No terms or conditions, other than those contained in this Agreement, and no other agreement or understanding which in any way modifies these terms and conditions, shall be binding upon either party unless made in writing and signed by authorized representatives of the parties.**

2. This Agreement is by and between APGH and the Client, who is the:

Party available for Hiring ("**Potential Staff**")

Hiring Party ("**Potential Employer**")

(the "**Parties**"). The terms "Potential Staff" and "Potential Employer" are not limited to employment scenarios, but any type of engagement or contribution, if compensated, or if could be compensated. From time to time, and without guarantees or minimums, APGH shall attempt to connect Client with a third party for a potential relationship, based upon information made available.

**3.** Client is solely responsible for confirming credentials and staffing opportunity of any nature, including, but not limited to, regarding any relationship opportunity. Client represents and warrants that it shall comply with any and all laws during the engagement or employment of Potential Staff, as the case may be. Notwithstanding the foregoing, Client is solely responsive for vetting the opportunity with a potential employer or staff member, as the case may be, prior to entering into any relationship.

#### **4. Fee and Payment Terms.**

a. Client shall pay APGH a non-refundable fee as provided herein (the "**Fee**") only if the Client is employed by or engages Potential Employer, as the case may be, within a period of eighteen (18) months from the Start Date. **The Fee shall be six thousand dollars (\$6000), except as otherwise specified on an exhibit attached hereto and signed by the parties.** The Fee shall be paid as provided below in Section 4.b., and reconciled within forty-five (45) days of an engagement or employment by a Potential Employer. For purposes of this Agreement, any present or future tax of any jurisdiction arising from or related to this Agreement (exclusive of taxes based upon the income of APGH or any of its agents) and required to be paid shall be conclusively deemed to be an expense, and shall be paid exclusively by Client.

b. Client shall pay the Fee within forty-five (45) calendar days from the date of acceptance of a bona fide relationship. Interest shall accrue on any overdue balance at the lesser of one and one-half percent (1.5%) or the highest rate permitted by law, and Client shall indemnify and hold APGH harmless from all costs of collection plus attorney fees.

**5.** Client understands that, notwithstanding APGH's subjective belief of the potential for a relationship, APGH does not represent or warrant that the relationship will occur as believed by APGH or as requested or needed by Client. APGH does not represent that the Client will receive exclusive referrals, and APGH reserves the right to refer multiple of its clients to potential employers. **APGH neither endorses, suggests or advises entering into any relationship, nor does APGH endorse the ability, integrity, education or experience of any relationship, person or company for any reason whatsoever. Client is solely and exclusively responsible for the relationship decision and shall not rely upon APGH without Client's own superseding and independent confirmation. Client is responsible for all hiring decisions and any complaints, claims, damages, and liabilities related to such hiring decisions will be the exclusive responsibility of the Client.** Client shall indemnify and hold APGH harmless from all claims, liabilities, damages and detriments, including those made by Client against APGH arising from this Agreement or any relationship created hereby, Client being ultimately solely responsible for any relationship that Client creates or accepts.

Client's sole and exclusive remedy for any breach of this Agreement shall be for a refund of the Fee for the respective payment or portion thereof at issue, or a replacement opportunity by APGH, in the discretion of APGH. The service provided by APGH herein is without any warranties, whether expressed, implied, statutory or arising by custom or trade usage, including, but not limited to any implied warranty of merchantability or fitness for any particular purpose. Regardless of the form of action (whether in contract or in tort, including negligence and misrepresentation), APGH shall not be liable for special, indirect, consequential, incidental, punitive or exemplary damages, or for any claim for the loss of profits, business, use of data or information, or damage to good will.

**6. Issue and Dispute Resolution.** Any dispute arising from, related to or in connection with this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties may agree to one (1) arbitrator. However, if the parties cannot so agree within ten (10) business days after the written demand for arbitration, then three (3) arbitrators shall be appointed in accordance the AAA Commercial Rules from a AAA panel of arbitrators. The arbitrator(s) shall have no authority to award punitive or exemplary damages.

**7. Miscellaneous.** Neither party may assign all or any portion of this Agreement without the other party's prior written consent (which shall not be unreasonably withheld). Terms and conditions of this Agreement shall be severable, so long as the intent of this Agreement is maintained. This Agreement shall be governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The parties consent to the exclusive personal jurisdiction of such Common-wealth, with exclusive venue in the City of Pittsburgh, Allegheny County. All notices required by this Agreement shall be sent by certified or registered mail, return-receipt requested, to the principal office of the other party. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the termination hereof. Intending to be legally bound, the parties have caused this Agreement to be executed on the date first above written.

**8. Acceptance**

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Client Signatory

Date

**Work Hard PGH, LLC**

By:	September 18th, 2017
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Josh Lucas, Co-founder/Member

Date