



**AGREEMENT FOR SERVICES**

This Agreement for Services (this "Agreement") is made effective as of \_\_\_\_/\_\_\_\_/\_\_\_\_\_, by and between \_\_\_\_\_ of

Address \_\_\_\_\_,

City \_\_\_\_\_,

State \_\_\_\_\_, Zip Code \_\_\_\_\_,

and Martina Farnham, 539 Birch Drive, Houston, Pa. 15342

In this Agreement, the party who is contracting to receive services will be referred to as " the Student," and the party who will be providing the services will be referred to as "Martina Farnham"

**1. DESCRIPTION OF SERVICES.** Martina Farnham will provide to the Student the following services (collectively, the "Services"):

Personal Training, POP Pilates workout (individual or Class)

**2. PAYMENT FOR SERVICES.** In exchange for the Services the Student will pay Martina Farnham according to the following schedule:

Per Session (Cash or Check) A: \_\_\_\_\_

Monthly Option B: \_\_\_\_\_ per month as scheduled

**3. TERM.** This Agreement will remain in effect for a period of 12 months.

**4. CONFIDENTIALITY.** Martina Farnham will not at any time or in any manner, either directly or indirectly, use for the personal benefit of our sessions, or divulge, disclose, or communicate in any manner, any information that is proprietary to Student. Martina Farnham will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, Martina Farnham will Destroy all records, notes, documentation and other items that were used, created, or controlled by Martina Farnham during the term of this Agreement.

**5. INDEMNIFICATION.** Martina Farnham agrees to indemnify and hold the Student harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Student that result from the acts or omissions of Martina Farnham

**6. WARRANTY.** Martina Farnham shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Martina Farnham's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Martina Farnham s on similar projects.

**7. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without

limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have three (3) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**8. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**9. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will 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 and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**10. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**11. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Pennsylvania.

**12. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing or e-mail to Martina Farnham.

**13. ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld. Monthly tuition payments, and agreement execution will be assigned to Affiliated Acceptance Corp. as the agent as noted on the "customer assignment electronic fund transfer authorization"

Service Recipient:  
Student

By: \_\_\_\_\_  
Student or Guardian

Service Provider:  
Martina Farnham

By: \_\_\_\_\_  
Martina Farnham

