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Sales Contract

This **Sales Contract** (hereinafter referred to as the "Agreement") is entered into as of _____ by and between _____, with a mailing address of _____

(hereinafter referred to as the "Seller") and _____, with a mailing address of _____

(hereinafter referred to as the "Buyer"), collectively referred to as the "Parties", both of whom agree to be bound by this Agreement.

BACKGROUND:

The Seller is the _____ of the following product(s):

(hereinafter referred to as the "Goods"). The Buyer wishes to purchase the aforementioned product(s).

THEREFORE, the Parties agree as follows:

1. Sale of Goods. The Seller shall make available for sale and the Buyer shall purchase the Goods.

2. Delivery and Shipping.

3. Purchase Price and Payments. The Seller agrees to sell the Goods to the Buyer for \$ _____. The Seller will provide an invoice to the Buyer at the time of delivery or pick-up. All invoices must be paid, in full, within _____ days. Any balances not paid within _____ days will be subject to a _____% late payment penalty.

FREE SIMPLE CONSTRUCTION AGREEMENT

Parties

This SIMPLE CONSTRUCTION AGREEMENT ("Agreement") dated July 27, 2021, is made by and between Nathan P. Silva of Silva Contracting Services ("Provider") and Peter G. Naylor of 48 Hoffman Avenue, Towanda, Pennsylvania 18848 ("Client").

In consideration of the mutual promises and covenants in this Agreement, of which the receipt and sufficiency are hereby acknowledged, the Parties further agree to the terms as follows:

Services Provided

The Provider agrees to perform and complete the following services ("Services") in a timely, efficient, and professional manner:

Construction Services, Renovation, and Repairs on the Client's house ("Property") at 48 Hoffman Avenue, Towanda, Pennsylvania 18848. The full specifications is in a separate document attached to this Agreement.

The "Parties" agrees on the "Contract Price" of \$50,000.00 for the Services. The Parties further agree that payment of the Contract Price shall be made in two installments. The Parties agree that the first half will be paid upon signing this Agreement and the second installment upon its completion.

Terms and Conditions

• TERM

This Agreement will be effective starting August 01, 2021, and will continue in full force until its termination date which is October 30, 2021 ("Term"). The Agreement may be terminated earlier if the services are completed before the termination date.

SAMPLE COACH CONTRACT

Job Description: Lafayette College ? **Head Coach**

Coaching responsibilities include:

- Develop and supervise twice weekly practices in-season
- Determine field positions on game days
- Guide captains on technique, training, practice design and development
- Develop and supervise once a week off-season practices and training
- Manage the balance of developing fitness and skill with beginners.
- Advise athletes in their pursuit of athletic goals.
- Teach the basic skills and the more complicated skills of the sport of rugby.
- Work with the club executive officers on overall program development.

Compensation:

This position is classified as a part-time employee and will be compensated at an hourly wage of \$00.00 for a maximum of 00 hours. A standard week of in-season practices will be twice a week for a 1.5-hour session, Out-of-season practices will be once a week for 1.5 hours. Game day compensation is the equivalent to an out-of-season practice session. Reimbursement will occur on a monthly basis as the hours worked are submitted by the coach to the club officers and then to the Department of Recreation Service. Please be advised that hours worked outside of the budgeted annual hours will be considered volunteer time. An access pass to Allan P. Kirby Sports Center is included for the head coach and spouse (pending an appointment with Director of Recreation Services for a picture ID card).

This is a six-month contract covering a maximum of 24 weeks and 70 hours (December, January, June, July and August are excluded months).

START DATE: August 29, 2005 **END DATE:** May 10, 2006

I agree to perform the above-listed duties in exchange for the above listed compensation.

Signed: _____ Date _____
Head Coach

Signed: _____ Date _____
Club President

Signed: _____ Date _____
Club Treasurer

Signed: _____ Date _____
Jodie Frey, Assistant Dean of Students / Director of Recreation Services

WAIVER AND RELEASE OF LIABILITY

DISCLAIMER: WELLESLEY COLLEGE IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE PLAYING, PRACTICING, OR ANY OTHER WAY INVOLVED IN RECREATIONAL ACTIVITIES FOR ANY REASON WHATSOEVER, INCLUDING NEGLIGENCE ON THE PART OF WELLESLEY COLLEGE, ITS AGENTS, OR EMPLOYEES. PLEASE READ THIS RELEASE CAREFULLY AS IT RELATES TO YOUR LEGAL RIGHTS.

I am aware that recreational activities can involve severe cardiovascular stress and violent contact. I understand that recreational activities involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that equipment provided for my protection may be inadequate to prevent serious injury. I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I am fully aware of these risks, and in consideration of my participation, I, on behalf of myself, my heirs, assigns, executor, administrator and representatives, hereby release and hold harmless Wellesley College, Wellesley College Board of Trustees, the Athletic Department and their employees, instructors or agents, from any and all liability, loss, damage, costs, claims and/or causes of action, including but not limited to all bodily injuries, death, and property damage arising out of or relating to my engaging in or receiving instruction in recreational activities or any activities incidental thereto.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Massachusetts and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that this agreement shall be governed by the law of Massachusetts.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form I am agreeing to abide by all Wellesley College rules and guidelines regarding the use of the recreational facilities. I further understand that by signing this form, I am giving up legal rights and/or remedies, which may be available to me against Wellesley College, or any of the parties listed above.

Signature of Participant _____ Date _____

Signature of Parent if Participant is Under Age 18 _____ Date _____

SURETY PRO MOVING COMPANY (SPM) MOVING AGREEMENT

The following terms and conditions apply to all services performed by SPM under this contract.

SECTION I
(A) SPM IS RESPONSIBLE for physical loss of, or damage to, any item from external cause while being stored, transported, loaded, unloaded, crated, uncrated, broken. This term is applied by SPM and/or if the damage results from negligence of SPM/SPM's liability is subject to the insurance of liability described in Section 2.

- 1. Customers may include the following items in a shipment however, SPM is not responsible for the condition or value of items:
 - Cash, jewelry, bonds, notes, postage stamps, letters, drafts or valuable papers of any kind.
 - Heavy precious metals, or precious metals.
 - Items of extraordinary value.
 - Items requiring temperature control.
 - Insurance policies.
 - Perishable items.
 - Furniture or other items made of prepositioned particle board or similar pressed material (including IKEA furniture).

- 2. SPM will accept the following items for shipment:
 - Electronics.
 - Furniture.
 - Household goods.
 - Personal items (clothing, camera, equipment or other property).

(B) SPM IS NOT RESPONSIBLE for the loss of or damage to any item from external cause while being stored, due to the following circumstances:

- a. Damages, which items are packed by the customer unless it can be proved that the breakage resulted from negligence of SPM's handling process.
- b. Internal damage to electronics (tablets, CD/DVD players, televisions, computers, printers, cameras, etc.) when no visible damage to the external package is visible inside or if the item was damaged by the customer.
- c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that become present due to conditions present before delivery to SPM.

A loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that SPM signed the shipment on the inventory.

- 3. As an exception, if any of the customer's items are damaged resulting from the customer's negligence in the shipment of such articles as electronics, dangerous articles or dangerous goods.
- 4. Excludes damage of an article, including responsibility to damage prevention or mitigation conditions such as temperature or humidity changes.
- 5. Damage to customer's belongings due to water damage or space for moving vehicles.
- 6. Loss of cash.

3. The customer assumes all liability for goods not authorized by the customer before pickup by SPM. The customer also assumes all liability for goods when the customer directs SPM in writing to remove or deliver property of a location that will be unattended.

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