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## TERMS OF SERVICE AGREEMENT

**David Graham**

CODER CAMPS | 11200 BROADWAY STREET, SUITE 2701, PEARLAND, TX, 77584

## Terms of Services

## Parties:

This Terms of Services Agreement ("AGREEMENT") is made and entered on 04/06/2016,  
 by and between Coder For Rent, LLC d/b/a Coder Camps (collectively, "CFR") and  
Chad Conklin ("CAMPER"), residing at  
601 W Riverside Suite 1800 Spokane, WA 99201

## Whereby:

1. CFR wishes to provide group training services ("CODER CAMP") to CAMPER for a period of 24 weeks, commencing 04/05/2016.
2. CAMPER wishes to join a group of students ("TROOP") in learning how to become a software developer from mentors that are experienced in the technology.

## 1. Coder Camps Website

The CFR website and domain name (codercamps.com) and all other websites and domains affiliated with CFR (collectively, "WEBSITE") are owned and operated by CFR. All content on WEBSITE ("CONTENT") is copyright of CFR. CAMPER grants CFR universal, non-exclusive, worldwide, royalty free, perpetual, irrevocable, and transferable right, to use in any way desired, any content, such as but not limited to, images, documents, videos, blog posts, exams, forum posts, questions, answers, or notes that are submitted via WEBSITE ("SUBMISSIONS"). From time to time, the functionality and services offered on the WEBSITE and in the classes ("SERVICES") may change in order for CFR to better operate its business. CFR may impose limits or remove functionality for CAMPER on the Website at any time and without notification or liability to the CAMPER. CFR reserves the right to change, suspend, or terminate any SERVICES on the WEBSITE at its sole discretion without any notification. CFR may, at any time, modify this AGREEMENT by posting updates to the AGREEMENT on the WEBSITE, or by sending CAMPER an email. Use of SERVICES or the WEBSITE following such changes constitutes your acceptance of the AGREEMENT, as modified.

UNDER NO CIRCUMSTANCES WILL CFR BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CONTENT POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

## 2. Nonrefundable Down Payment

To hold your place at CODER CAMP, a non-refundable down payment of \$ 5,000 is due within 7 days of CFR issuing the invoice for the down payment. There are no circumstances that will require CFR to ever refund any or part of this down payment; however, CFR, at its sole discretion, may choose to refund any or part of the down payment under extreme circumstances.

## 3. Remaining Balance

The remaining balance in the amount of \$ 0 shall be paid in full 30 days prior to the start date of CODER CAMP ("DUE DATE") or, if CFR is allowing financing options for CODER CAMP, a CFR Financing Application must be approved by the DUE DATE. It is CAMPER's responsibility to find the means to pay

for camp prior to the DUE DATE. Failure to pay or get approved financing will forfeit the Down Payment and access to CODER CAMP will not be allowed.

#### 4. Minimum Age Requirements

Although there are no age requirements to enroll in CODER CAMP, you must be at least 18 years old to execute this AGREEMENT. If you are under 18 years of age, you must have your parent or guardian read and execute this AGREEMENT on your behalf. Failure to do so will render this AGREEMENT invalid, null and void, and you will not be able to use the SERVICES provided by CFR.

#### 5. CAMPER's Warranty

CAMPER warrants and agrees that no content will be contributed to the WEBSITE and no SERVICE will be used in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, right of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance, or regulation; (iii) is harmful, fraudulent, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) makes your account less secure in any way, such as allowing other to use your account to access WEBSITE. CFR reserves the right to remove any CONTENT from WEBSITE at any time and at its sole discretion, without notification.

#### 6. No Competition

CAMPER agrees that he/she will not start or join a business that is in competition with CODER CAMP, nor affiliate, partner, or collaborate with individuals or companies that wish to become or already are in competition with CODER CAMP for a period of five (5) years following the execution of this AGREEMENT. In the event of a breach of this section, CAMPER will be liable for damages incurred by CFR to the fullest extent of the law.

#### 7. Accommodations

Arranging accommodations such as hotels and cars ("ACCOMMODATIONS") for the time CAMPER attends CODER CAMP is the responsibility of CAMPER. CFR may provide partners that are offering discounts on rooms or other accommodations ("ACCOMMODATIONS PARTNER") from time to time, but they are not guaranteed to be available. Availability of ACCOMMODATIONS and purchasing of such ACCOMMODATIONS is between CAMPER and the ACCOMMODATIONS PARTNER. In no way will CFR be held liable for any loss of property, injury, or other damages incurred while using the services of any ACCOMMODATIONS PARTNER.

#### 8. Hire Guarantee

The hire guarantee ("HIRE GUARANTEE") states that CAMPER will either be offered a position in an applicable field with CFR or a company that CFR does business with ("HIRING PARTNER") or CAMPER will find his/her own position within 180 days of graduating from CAMP ("HIRING PERIOD"). CAMPERS who do not graduate do not qualify for the HIRE GUARANTEE.

In the event that CAMPER does not find a position within this HIRING PERIOD, CAMPER may receive a 100% discount on a future camp of the same material to gain more experience. AT NO TIME WILL THE HIRE GUARANTEE BE A REFUND OF MONEY.

Additionally, if CAMPER wishes, and space is available, he/she may have use of a desk to work at in our co-working facility ("CODERDESK") for a period of 90 days, starting from the day of graduation, in lieu of the HIRE GUARANTEE. CAMPER will not be given both the HIRE GUARANTEE and the CODERDESK



simultaneously without additional monies being paid in accordance to the CODERDESK fee schedule, whatever that may be at the time of graduation.

### 9. Use of Equipment

CAMPER will be given use of equipment such as keyboards, mice, laptops, monitors, tablets, computers and servers ("EQUIPMENT") while at CODER CAMP. The EQUIPMENT is the property of CFR and CAMPER understands that he/she is expected to keep the EQUIPMENT in full working order and return the EQUIPMENT without damage at the end of CODER CAMP. Any costs of damage that is done to the EQUIPMENT by the CAMPER will be invoiced to the CAMPER and paid within 20 days.

### 10. Early Dismissal

CFR may dismiss the CAMPER with written notice ("DISMISSAL"). CFR may, at its sole discretion, offer CAMPER an alternative CODER CAMP at a later time at any degree of discount, or lack thereof. In the event of DISMISSAL, CAMPER shall return any EQUIPMENT issued to them and leave the premises without delay. Immediate DISMISSAL will always result from (i) aggressive physical behavior; (ii) bigoted, racist, sexist, or hateful remarks or actions; (iii) disrespectful actions or speech directed to other students or CFR staff; (iv) action or inaction that results in other students' learning being diminished; (v) attempts to hack or breach security of any system within CFR or using CFR facilities; (vi) attempts to contact CFR clients without permission, (vii) not attending class at the scheduled times, (viii) CAMPER acting unprofessionally, (ix) failure to obtain any hardware or software needed to complete SERVICES, (x) breaking any CODER CAMP or CFR equipment, (xi) failure to learn the material at a pace that is necessary to graduate, (xii) failure to pass any required exams, (xiii) failure to complete required lessons.

### 11. Assignment

CAMPER shall not have the right to assign this AGREEMENT, or any rights thereunder, to a third party without the written consent of CFR.

### 12. Waiver

No waiver by CFR of any of the terms or conditions hereof shall be effective unless said waiver shall be in writing and signed by an authorized representative of CFR waiving the provision or condition.

### 13. Indemnification

**TO THE EXTENT PERMITTED BY LAW, CAMPER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CFR, ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, OR SERVANTS, FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS OR CAUSES OF ACTION OF ANY NATURE, FOR AND RELIEF, ELEMENTS OF RECOVERY OR DAMAGES RECOGNIZED BY LAW (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) FOR ANY DAMAGE OR LOSS INCURRED BY CFR ARISING OUT OF, RESULTING FROM, OR ATTRIBUTABLE TO ANY ACTS OR OMISSIONS OR OTHER CONDUCT OF CAMPER IN CONNECTION WITH THE PERFORMANCE OF CAMPER'S DUTIES UNDER THIS AGREEMENT AND/OR THE PERFORMANCE OF CAMPER'S DUTIES FOR A HIRING PARTNER. CFR SHALL HAVE THE OPTION, AT ITS SOLE DISCRETION, TO EMPLOY ATTORNEYS SELECTED BY CFR TO DEFEND ANY SUCH ACTION, THE COSTS AND EXPENSES OF WHICH SHALL BE THE RESPONSIBILITY OF CAMPER. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, AND CFR RESERVES THE RIGHT**

TO, AT ITS OPTION AND EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUIT OR PROCEEDING  
THOUGH COUNSEL OF ITS OWN CHOOSING.

#### 14. Remedies

In the event of a breach of this AGREEMENT or a default by CAMPER, CFR shall have the right to any and all damages, including but not limited to, economic loss, loss of profit, revenue, loss of use of equipment, loss of business, loss of business opportunities, cost of capital, cost of substitute equipment, punitive damages, exemplary damages or any other or similar direct, indirect, incidental, special or consequential loss damage or expense arising out of or in connection with this AGREEMENT.

#### 15. Confidentiality

CAMPER and CFR agree that this AGREEMENT and its terms are to be kept confidential and not be disclosed, unless required by law. The parties agree not to assist third parties in litigation or with other claims against the other party unless required to do so by law. The parties further agree that if they are ordered or subpoenaed to testify or produce information in connection with any claim against the other party to this AGREEMENT, they will provide notice to the other party and will allow the other party to interview their employees and view documents subject to the order or subpoena before responding to such order or subpoena.

#### 16. Miscellaneous provisions

This AGREEMENT sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, representations or understandings relating to the subject matter hereof.

The descriptive headings contained in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any provision of this AGREEMENT. Within this AGREEMENT, words of any gender shall be held and construed to cover any other gender, and words in the singular shall be held and construed to cover the plural, unless the context otherwise requires.

The parties make no representations, covenants, warranties, or guarantees, expressed or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities, and remedies with respect to the services, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this AGREEMENT.

The provisions of this AGREEMENT which by their nature are intended to survive the termination, cancellation, completion or expiration of the AGREEMENT, including, but not limited to, indemnities and any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

#### 17. Governing Law

The parties agree and stipulate that this AGREEMENT shall be governed and construed in accordance with the laws of the State of Texas. The parties further agree that any suit, action, or other legal proceeding arising out of, or relating to, this AGREEMENT shall be brought in Brazoria County, Texas district court.



The parties hereto have caused this AGREEMENT to be executed by their respective authorized representatives as of the date and warrant respectively that each has the full right and authority to so act.

**CAMPER**

Printed Name

Chad Conklin

Signature

chad conklin

Date Signed

04/06/2016

Parent Printed Name

Parent Signature

Date Signed

**CFR**

Printed Name

Bert Sintuphant

Title

Program Director

Signature



Date Signed

04/06/2016

## Coder Camps Confidentiality and Non-Compete Agreement

04/06/2016

This confidentiality and non-compete agreement shall be deemed in effect on \_\_\_\_\_, by and between Coder For Rent, LLC d/b/a “Coder Camps”, a Limited Liability Company organized in the State of Texas (“Discloser”), representing themselves and their partners and clients, and **Chad Conklin** \_\_\_\_\_, an individual living at **601 W Riverside Suite 1800 Spokane, WA 99201** (“Recipient”).

It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement (“Confidential Information”) can be described as and includes:
  - a. Technical and business information relating to Discloser’s proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.
  - b. In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.
2. Recipient shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships with Discloser.
3. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, franchisee, corporation, or other entity) without the prior written

consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser.
5. Discloser warrants that he/she has the right to make the disclosures under this Agreement.
6. During the term of this Agreement and for the two (2) year period after the termination or expiration of this Agreement the Recipient shall not hire, offer to hire, entice away, or in any other way persuade or attempt to persuade any client, employee, officer, agent, independent contractor, supplier, or subcontractor of ours or of an affiliate(s) or franchisee or clients of any "Coder For Rent" to discontinue his, her or its relationship with us or our affiliate(s), franchisees or members, as applicable.
7. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
8. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
9. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.
10. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be



construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

11. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information from the Discloser to the Recipient and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Texas, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Texas, U.S.A.
12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

**Recipient of Confidential Information:**Name : Chad ConklinAddress: 601 W Riverside Suite 1800City, State & Zip: Spokane, WA 99201Signature: chad conklinDate: 04/06/2016**Discloser of Confidential Information:**Name : Bert SintuphantCompany: Coder For Rent, LLC d/b/a "Coder Camps"Title: Program DirectorAddress: 11200 Broadway Street #2731City, State & Zip: Pearland, TX 77584Signature: Date: 04/06/2016



### Personal Information

Full Name: chad conklin  
Last First M.I.

Address: 601 W Riverside  
Street Address Apartment/Unit #

Spokane WA 99201  
City State ZIP Code

Home Phone: 5099793286 Alternate Phone: \_\_\_\_\_

Email: chadconklin@outlook.com

Birth Date: 08/01/1974

### Emergency Contact Information

Full Name: Sherrie Conklin  
Last First M.I.

Address: 601 W Riverside  
Street Address Apartment/Unit #

Spokane WA 99201  
City State ZIP Code

Email: sherrieconklin@hotmail.com

Primary Phone: 5099517890 Alternate Phone: \_\_\_\_\_

Relationship: Spouse





## We expect excellence from our students

I understand that the following is true and participation in camp as described below is required:

1. I MUST take Coding From Scratch if I do not pass the entrance assessment.
2. I MUST participate every single day of class.
3. I WILL be required to do work on the weekends.
4. I WILL be working up to 100 hours per week on learning to code at camp.
5. I WILL be working with members of my troop, as well as working individually on projects most of the time.
6. I WILL NOT have a job while attending this camp. *(excludes .NET@Night)*
7. I WILL NOT miss a day of camp for any reason other than a medical emergency or a school sanctioned vacation day.
  - a. If I do leave camp on a medical emergency, I am required to return to the earliest available troop to complete my training.
8. I AM RESPONSIBLE for asking for help, for my education, and for working as a team with my troop.
9. MY TROOP is counting on me to be on time and active in my class, as well as in the evenings after class.
10. I WILL leave reasons for failure at home and keep a positive attitude.

This document is meant to describe expectations of students at Coder Camps so that we are all on the same page.

Chad Conklin

04/06/2016

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Student Name

Date

chad conklin

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Student Signature

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TITLE	CoderCampsDocs_v1.2
FILE NAME	CoderCampsDocs_v1.2.pdf
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## Document History



SENT

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04/06/2016  
14:06:53 UTC-6

Viewed by Chad Conklin (chadconklin@outlook.com)  
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Viewed by Chad Conklin (chadconklin@outlook.com)  
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SIGNED

04/06/2016  
23:10:02 UTC-6

Signed by Chad Conklin (chadconklin@outlook.com)  
IP: 67.185.67.29



COMPLETED

04/06/2016  
23:10:02 UTC-6

The document has been completed.