

Agreement

Contract Between NoteGarden LLC and Client

By utilizing NoteGarden's website and/or services, Client hereby agrees to the following:

- 1 Client agrees that NoteGarden shall be the exclusive payment and registration company for the specified Competition. Paper applications may be submitted to the competition directly. In the event that both paper applications and online registration through NoteGarden are available for the applicants, the link to NoteGarden registration must appear on the competition organization website visibly as a registration option.
- 2 Client is responsible for making sure that the listing is correct before it is posted by NoteGarden publicly online and agrees that they are responsible for contacting the applicants who have already applied should any changes thereafter be made. NoteGarden is responsible for consulting with the client in the case of NoteGarden creating an application on behalf of the client before the registration site is published online.
- 3 Client is responsible for all charge-backs through PayPal or the then-current credit card processing service utilized through NoteGarden that occur during the application process and up to 30 days after the application process.
- 4 In the event that a competition is cancelled by Client after the published competition has appeared and applicants have applied, Client is responsible for repaying the applicant in full. Client agrees that NoteGarden has no responsibility to refund the applicant, and will indemnify and hold NoteGarden harmless from any such requests for refunds by any applicant or representative on behalf of the applicant. NoteGarden shall not be responsible for any refunds of any service or administrative fees already collected from Client, applicant or applicant representative.
- 5 The fees due to NoteGarden will be gross fees of \$10 for each application fee which is automatically sent to NoteGarden from paypal. This does not include the credit card transaction fees which will be charged by Paypal directly to the Client.
- 6 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of law provisions. You and NoteGarden agree to submit to the exclusive jurisdiction of the courts located

within the State of Florida, specifically Broward County, to resolve any dispute arising out of the Agreement or the NoteGarden Services.

Name of Organization _____

Signature of Client or Representative _____

Date _____

Name of NoteGarden Representative _____

Signature of NoteGarden Representative _____

Date _____