



Terms & Conditions Agreement

I understand and agree to the Terms and Conditions of the Get Ranked™ 1-on-1 Private Coaching programs for the period of twelve (12) months as stated on the website and in this Enrollment Application.

MONTHLY PAYMENTS POLICY:

Monthly Payments for the Pro-Style DB Schools will be due on the 15th of every month for the upcoming month. All payments must be received on time in order to properly schedule athletes' lessons and sessions in our Master Calendar. Our monthly scheduling is based on the number of slots allotted for available programs. Parents will be given the option to set up Recurring Payments with Get Ranked™. Once your monthly schedule has been set for the upcoming month, athletes have 5 days to address any scheduling conflicts that may arise. If any lessons or sessions need to be rescheduled, we will need a week's notice to make alternative scheduling arrangements. Late payments may impact your schedule for the month and continued late payments may negatively impact your program for the year.

REFUND/CANCELLATION POLICY:

No refunds will be granted - no excuses or exceptions. Missed monthly payments and session No-Shows will not be tolerated and will automatically cancel your monthly program participation for the year. Any re-scheduling requests must be made in writing or by email by the athlete or athlete's parent/guardian (if under the age of 18) 5 days prior to a scheduled session and be approved by Get Ranked™. Otherwise, the athlete will forfeit their scheduled session. If an athlete wants to cancel their monthly program due to a medical issue or other personal reasons, a parent/guardian must submit that request in writing by the 15th for the up-coming month. Cancellations due to medical reasons, will also require documentation from a doctor or medical facility in order to adjust or re-schedule your program.

NON-DISCLOSURE, NON-COMPETE AND CONFIDENTIALITY STATEMENT:

I acknowledge that Coach Darryl Pollard and Get Ranked™; and/or affiliates are the owners of certain trade secrets, proprietary and confidential information acquired during the term of this agreement (12 months). During the term of this Agreement, I may be exposed to such information and I agree to exercise the highest degree of care in maintaining the confidentiality of this information and further agree to require a similar agreement with regard to any sensitive or confidential information revealed to my son, his coaches, or others in connection with his training.

DISCLAIMER:

Participation in Get Ranked™ 1-on-1 Private Coaching does not guarantee acceptance into any college or university or that you will receive a football scholarship, nor does it guarantee being drafted into a professional league. It is very important that enrollment in Get Ranked™ 1-on-1 Private Coaching be made a high priority for athletes and their families. Together, we are making a long-term commitment to providing personalized services for the athlete to achieve their athletic and academic goals.



BREACH AND DISPUTE RESOLUTION:

In the event of a breach of this Agreement by either party, the non-breaching party agrees to provide the breaching party written notice and a thirty (30) day opportunity to cure before terminating this Agreement. In the unlikely event of a dispute, I acknowledge and agree that this Agreement is deemed to have been entered into in the State of California, and its interpretation, construction, and the remedies for its enforcement or breach are to be applied pursuant to and in accordance with the laws of the State of California. In any dispute regarding this Agreement, the Parties agree that except for the collection for nonpayment, the sole remedy for the resolution of the dispute shall be through mediation and arbitration. The parties will first attempt to mediate the matter. In the event they are unable to reach an agreement within 60 days, then either party may file for arbitration with the American Arbitration Association or such recognized Arbitration service as the Parties may mutually agree. For the purposes of this agreement and all matters related to it, the laws of the state of California shall govern and venue for all hearings shall be held in Alameda County, State of California. All legal actions must be brought by a single party and cannot be brought in a class. The prevailing party to any arbitration shall be entitled to an award of attorney's fees, cost and reasonable expenses. No refunds shall be granted, unless you are not accepted to participate at the sole discretion of Get Ranked™. In any lawsuit for the collection of unpaid amounts under this Agreement venue shall be Alameda County, State of California, applying California law. The prevailing party shall be awarded attorney's fees and costs.

I acknowledge that I have read and fully understand this Get Ranked™ Terms & Conditions Agreement, which can be renewed at the end of the term.