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SERVICE AGREEMENT

This Service Agreement (the Agreement) is made and effective this 6th day of August, 2015,

BETWEEN: **Nova Classical Academy** (the 'Customer'), a corporation organized and existing under the laws of the state of Minnesota, with its office located at:
1455 Victoria Way, St Paul, MN 55102

AND: **Joshua Harvey** (the 'Service Provider'), a person working under the laws of the state of Minnesota, with their office located at:
5800 American Blvd
Bloomington, MN 55437

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the business of the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of: **7/8 Co-ed Basketball Coach – 2015-2016 season**
Lead all aspects of the 7/8 Basketball program as defined by the Athletic Director: Practice plans, game management, statistics, roster with the MSHSL, certification with the MSHSL and compliance with EMAC conference rules as required.

Practices/Meets: TBD

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until March 31, 2016 subject to earlier termination as otherwise provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

pay 750.00 12/15/15

4. For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation in the amount of \$1500.00. Payment will be made as follows:

\$750.00 to be paid on December 15, 2015

\$750.00 payable upon completion of the Services, and return of key, proxy card and any other property of the school, estimated to be March 31, 2016. If the key or proxy card are not returned, Nova retains the right to withhold \$10 each from the final payment.

Return of Property

5. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Legal Expenses

6. In the event that legal action is brought to enforce or construe any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Notice

7. All notices, requests, or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, by email, or by facsimile. The addresses for any notice to be delivered to any of the parties to this Agreement are as stated above.

Assignment

8. This Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

9. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

Modification of Agreement

10. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Time of the Essence

11. Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

12. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

Severability

13. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in

whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Governing Law

14. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 6th day of November, 2015

CUSTOMER

A handwritten signature in black ink, appearing to read "Eric Williams", written over a horizontal line.

Eric Williams

Executive Director

Nova Classical Academy

SERVICE PROVIDER

A handwritten signature in black ink, appearing to read "Joshua Harvey", written over a horizontal line.

Joshua Harvey

Independent Contractor