

In exchange for Guitar Assembly lessons taught by Michael Charvel on behalf of WAYNE GUITARS a California Limited Liability Company. The Student agrees to the following terms and conditions of this agreement. This Agreement is between WAYNE GUITARS a California Limited Liability Company, and _____, the Student an individual.

1A.) OBLIGATIONS. Michael Charvel on behalf of WAYNE GUITARS, a California Limited Liability Company, shall be teaching guitar assembly lessons.

1B.) OBLIGATIONS. _____ shall Learn How to assemble an electric guitar.

The Course includes a completed high quality professional concert ready solid-body electric guitar. That you, the Student, fully assemble under Michael Charvel's instruction. The course also includes a certificate of completion signed by Michael Charvel and a picture of the Student holding their completed guitar with Michael Charvel.

(Note: This guitar does not have a Wayne Stamped neck plate, Wayne Headstock logo, or Wayne headstock design.)

Guitar Specifications: High gloss black solid hardwood body. Hand-rubbed oil neck, chrome hardware, maple neck/maple fretboard, 22 frets, 25 1/2" scale length. Seymour Duncan U.S.A made humbucker pickups, German-made Floyd Rose locking bridge and a U.S.A Made G&G hardshell wood case.

Class Rules:

1.) The Student agrees there will be no food, sodas, coffee, etc., allowed in the shop. The only drinks allowed in the shop are water provided by WAYNE GUITARS a California Limited Liability Company. Student Initial _____

2.) The Student agrees there will be no smoking, drinking alcohol, or any drug use on the property. The Student agrees there will be no animals or pets allowed on the premises. Student Initial_____

3.) This is a one-on-one Course taught by Michael Charvel; the Student agrees that they will not bring any children, family members, or friends. Student Initial_____

4.) The teacher can cancel the Course at any time if the Student is acting out of line or not following class rules in its entirety. Student Initial_____

5.) If the Student chips the paint, dings, dents, damages the guitar in any way, Michael Charvel and/or WAYNE GUITARS, a California Limited Liability Company, is not responsible for covering the damages or replacing, fixing, or returning any student payment. Student Initial_____

6.) Recording devices are not allowed. i.e. phones, smartphones, or tablets, etc. Student Initial_____

7.) The Student agrees there will be no photos, video, or voice recordings. Students are allowed to bring a notepad and a pen to take notes. A still picture of Michael Charvel and the Student with their completed guitar are the only photos permitted. Student Initial_____

Class Times:

8.) The Class is in Chico, California. (Northern California.) Note: Class hours are in (Pacific Standard Time Zone)

The Course is a five-day course Monday-Friday 10:30 am- 4:00 pm. Lunch break starts at 12:30-1:00 pm Student Initial_____

9.) There is a fifteen-minute grace period if the Student is late to Class. After 15 minutes, Michael Charvel will begin the build process until the Student arrives. This ensures that we keep the build process on schedule. Student Initial_____

Safety:

10.) The Student agrees to wear eye protection, ear protection, and a face mask when the instructor deems it necessary. Student Initial _____

11.) The Student must wear closed-toe shoes at all times, no sandals or bare feet. The Student must wear proper clothing, i.e., no baggy attire. Student Initial _____

12.) Horseplay will not be permitted, i.e. blowing air hoses at any humans, playing around with lighters, matches, soldering irons, running, skipping, and jumping on the premises.

Student Initial _____

13.) There will be no powering on any machines, i.e. band saws, milling machine, overhead pin router, sanders, and drill press, etc. without Michael Charvel's permission. Student Initial _____

COVID:

14.) If the Student has flu-like symptoms, the Student agrees to inform Michael Charvel ahead of time via phone call or a text message before entering the Class. Student Initial _____

15.) Suppose the student elect's not to wear a mask. In that case, they will do so at their own risk, Michael Charvel and/or Wayne Guitars, a Limited Liability Company, will not be responsible or liable if the Student contracts COVID. Student Initial _____

16.) Students agree to have their temperature taken before entering the shop. Student Initial _____

17.) If the instructor gets sick for any reason. In that case, the instructor has the right to take the day or days off and resume the Class when feeling better and, if necessary, will do the following teaching via Skype. Students agree they will not use a recorder or videotape the Skype lesson.

Student Initial_____

Lodging/Transportation:

18.) The Student is responsible for all lodging and transportation to and from the Course, and is also responsible for all of their food and drink expenses.

Student Initial_____

19. Once the Student completes their guitar, the Student is then responsible for taking their guitar with them. At this time, Michael Charvel/WAYNE GUITARS, a California Limited Liability Company, is unable to ship students' guitars. Student Initial_____

Media Release:

20.) Michael Charvel on behalf of WAYNE GUITARS, a California Limited Liability Company, has the right to use photos, videos, and testimonials of the Student to use in any form of advertisement, and all forms of social media, including Wayne Guitars' website. With the Student's consent.

Student Initial_____

Payment:

21.) The price of the course is \$_____The Student agrees there is a reservation deposit of 10% \$_____ to be paid upfront, four weeks in advance to reserve a class. Which is non-refundable; The balance due of \$_____ is to be paid two weeks before attending the Course.

"Unless I, Michael Charvel, for some unknown reason at the time am unable to teach the course, then your deposit would be cheerfully refunded at that time. Student Initial_____

In addition, I agree to the following terms and conditions of this agreement. Student name: _____ **Students**
Signature: _____

The parties agree as follows:

- 22. FORCE MAJEURE. A party will not be in breach of or in default under this agreement on account of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event").
- However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable: (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.
- 23. GOVERNING LAW. (a) Choice of Law. The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles). (b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Butte County, California.
- 24. AMENDMENTS. No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.
- 25. ASSIGNMENT AND DELEGATION. (a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection. (b) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party. (c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

● 26. COUNTERPARTS; ELECTRONIC SIGNATURES. (a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument. (b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures

● 27. SEVERABILITY. If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

● 28. NOTICES. (a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is in writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email. (b) Addresses. A party shall address notices under this section to a party at the following addresses:

If communication to Wayne Guitars:

Mailing address: Wayne Guitars 1692 Mangrove Ave # 229 Chico, California 95926, USA.

Email address: Charvels@sbcglobal.net

● If communication to _____ (Student's Name)
Student's mailing
address: _____ Student's
email address: _____
Student's phone
number: _____ (c)

Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

29. WAIVER. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

30. ENTIRE AGREEMENT. This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

31. HEADINGS. The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation. 32. EFFECTIVENESS. This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

33. NECESSARY ACTS; FURTHER ASSURANCES. Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

By: _____ Date: _____

Name: Michael Charvel on behalf of Wayne Guitars Title: Instructor for Wayne Guitars LLC

By: _____ Date: _____

Name: _____ Title: Student*