This “revenue-based fee for service” contract is between “Kick \_\_\_\_\_\_\_” (a program of \_\_\_\_\_\_\_) and “Participant” (named below). This contract is purposefully written in English, for clarity and ease of understanding.

**Purpose**. The Participant has applied to Kick, seeking assistance in business planning and execution.

**Fee**. The Participant agrees to pay Kick a **$1,600** tuition fee, based on future revenues.

**Revenues**. The Participant agrees to pay Fledge LLC **5%** (five percent) of the total, “top-line” quarterly revenues earned from the business incubated at Kick, until the total $1,600 has been paid. In other words, 5% of the next $32,000 in total revenues, as computed on a quarterly basis. Until the tuition fee is paid, the Participant grants Fledge the right (but not the obligation) to review the Participant’s accounting records.

**Services**. For the above fee, Kick will provide entrepreneurial education and advice, twice weekly for eight weeks. The schedule is posted online. The educational materials are also online, with a six month subscription included as part of Kick.

**No Ownership**. This contract is a fee for service agreement, conveying no equity ownership or debt obligation between Kick and the Participant.

**Warranty**. The Participant is free to follow or ignore any of the advice provided by Kick. Some of this advice is likely wrong. The Participant is solely responsible for the results in following the provided advice.

**Termination**. The Participant is free to stop attending Kick at any time during the program. Kick is free to request a Participant to stop attending the program at any time.

**Refunds**. If, prior to the end of the program, the Participant is unsatisfied with the services provided by Kick, the Participant may request a refund of all or part of the fee. If the Participant and Kick do not agree to the refund, the Participant may hire (at the Participant’s expense) a mediator to settle the dispute. No arbiter or lawsuit may be filed unless the mediation fails. Whether under mediation, arbitration, or lawsuit, Kick cannot be held liable for any amount of money greater than the fee provided by the Participant.

**Mentors**. Some of the advice provided by Kick may be provided by third-party advisors (a.k.a. Mentors). The Participant is free to follow or ignore any of the advice provided by the Mentors. The Mentors are not liable for any results in following their advice, and may not be mediated, arbitrated, or sued due to any advice provided at or via Kick.

**Be Nice**. The Participant will not, in public, make derogatory, disparaging or critical statements about Kick. Kick will not, in public, make derogatory, disparaging or critical statements about the Participant.

**Perpetual**. The Kick program is eight weeks long, however the warranties and guarantees outlined in this contract will continue on perpetually after the Kick program is complete.

**Washington**. This contract is governed under the laws of the State of Washington.

**Whole Contract**. This is the complete contract between the Participant and Kick in regards to the Kick services. Details on the crowdfunding and program schedule are documented elsewhere. There are no other amendments.

**KICK**

**PARTICIPANT**