

**SERENDIPITY FARM AND VINE, LLC
TERMS AND CONDITIONS**

The following terms apply to the services provided by Serendipity Farm and Vine, LLC (hereafter “LLC”) to the person and the person’s children or others for whom the person is responsible (hereafter “Customer”) This agreement (“Agreement”) is between the LLC and Customer and is binding on all parties upon signature by Customer below or Customer’s acceptance the Services.

1. **SCOPE OF SERVICES.** The LLC will provide Customer with art and other instructional classes (hereafter “Services”). Customer is solely responsible for determining whether Customer is able physically and mentally to perform the tasks and skills included in the Services. Customer acknowledges that the LLC is not certifying that Customer is physically or mentally able to perform the Services provided by the LLC.
2. **PRICE AND PAYMENT.** Customer will pay for the Services in advance as specified by the LLC and incorporates the pricing described at the LLC’s website into this Agreement. Customer will pay with a credit card detailed below. Customer authorizes the LLC to charge the credit card for the Services. If Customer does not pay for Services rendered, then in addition to the agreed upon fee Customer agrees to pay interest on any outstanding balance at the rate of 18% per year. If the LLC has to hire a lawyer to enforce its rights under this Agreement, in addition to the amount owed by Customer, Customer agrees to pay the reasonable costs and reasonable attorney fees incurred by the LLC enforcing its rights under this Agreement.
3. **WARRANTIES**
The Services are provided as is. Customer waives all warranties, either express or implied, including any UCC warranties that may apply to the Services. Customer understands and accepts this waiver as a pre-condition to the LLC providing the Services to Customer.
4. **DISCLAIMER**
Customer understands that the Services may include the use of kitchen and farm equipment that can be dangerous if Customer does not use the equipment as the equipment manufacturer instructs or as instructed by the LLC. I understand this and take full responsibility for my use of any equipment while participating in any Service.
5. **LIMITATION OF COMPANY’S LIABILITY.** The LLC will not be liable for special, indirect, consequential (including, but not limited to, lost profits), special, exemplary or punitive damages arising out of or relating to this Agreement. The LLC’s liability for any claim of any kind arising out of or relating to this Agreement, including personal injury, will not exceed the price of the Services giving rise to the claim. Customer assumes the risk of working on and around equipment that may cause personal injury or death and Customer agrees to release and discharge the LLC from any and all liability with respect to any personal injury claim arising out of the Services in excess of the fee paid.

6. **AGROTOURISM WARNING.** Pursuant to K.S.A. 32-1431, et. seq, the LLC provides to the Customer who receives services in Kansas the following warning:

WARNING

Under Kansas law, there is no liability for an injury or death of a participant in a registered agritourism activity conducted at this registered agritourism location if such injury or death results from the inherent risks of such agritourism activity. Inherent risks of agritourism activities include, but shall not be limited to, the potential of you as a participant to act in a negligent manner that may contribute to your injury or death and the potential of another participant to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this registered agritourism activity. (d) Upon request, the registered agritourism operator shall provide to any participant a written description of the registered agritourism activity, as set forth in the registration pursuant to K.S.A. 32-1433, and amendments thereto, for which this act limits the registered agritourism operator's liability at the registered agritourism location.

Pursuant to Mo. Rev. Stat. §§ 537.850 et. seq, the LLC provides to the Customers who receives services in Missouri the following warning:

WARNING

Under Missouri law, there is no liability for an injury or death of a participant in a registered agritourism activity conducted at this registered agritourism location if such injury or death results from the inherent risks of such agritourism activity. Inherent risks of agritourism activities include, but are not limited to, the potential of you as a participant to act in a negligent manner that may contribute to your injury or death and the potential of another participant to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this registered agritourism activity.”
4. Upon request, the registered agritourism operator shall provide to any participant a written description of the registered agritourism activity, as set forth in the registration under subdivision(6) of subsection 2 of section 537.850 for which sections 537.850 to 537.859 limit the registered agritourism operator's liability at the registered agritourism location.

7. **CHOICE OF LAW.** This Agreement and the rights and obligations of the parties are governed by the laws of the state where the Service is provided without regard to its conflict of laws provisions.
8. **ARBITRATION/CLASS ACTION WAIVER.** Any dispute between Customer and the LLC, whether in contract or tort, must be submitted to binding arbitration using the rules of the American Arbitration Association. The parties agree to use one arbitrator and to split the cost of the arbitration. Both parties waive the right to pursue in action under this Agreement or between the parties as a class action.

9. **ENTIRE AGREEMENT; CONFLICTS.** This Agreement and any pricing sheet developed by the LLC constitute the entire agreement between the parties as to the Services and supersedes all previous representations, statements, negotiations, commitments and writings relating to the Services. If there is a conflict between this Agreement and any other document related to the Services, the terms of this document will control.

_____ Customer

Date: _____

_____ Customer's Parent or Guardian if Customer is under 18 years old or is incompetent

Date: _____

Customer Name:	Address:
Credit Card Number:	
Expiration Date:	Email address:
CIC Code:	Phone Number: