

MazePlay Maze Contract

475E 1000N Firth, Id 83236 208-521-9098

This agreement is entered into this _____ day of _____ (month), 20__ by and between _____ (name) (“Buyer”) and MazePlay Inc. All dollar amounts in this contract shall be \$US.

1. The Buyer agrees to purchase a maze design or maze package, for the contracted year, which includes but is not limited to the following: maze design service, on location GPS planting or cutting service, web page, and travel fee. The Buyer can purchase other products and services above the basic package at his/her discretion. \$2000 of the design fee is due as a non-refundable deposit when the contract is signed. The balance due for products and services is due upon completion of the services or delivery of the products.
2. There will be a \$100 dollar charge for returned checks or if funds are not sufficient on the date of the check and 1.5% interest /month will be charged for late payments. The Buyer shall also be liable for collection costs and attorney fees associated with the non-payment of amounts due under this Agreement.
3. In the event that the Buyer is a legally created entity such as a corporation, the individuals identified as Guarantors below personally guarantee the payments due hereunder and all other obligations of the Buyer under this Agreement. This guarantee obligation may be enforced directly against the Guarantors. It shall not be necessary for MazePlay to first pursue the Buyer. This guarantee obligation shall remain in full effect during the term of this Agreement regardless of any amendments, which might be made, to this Agreement and regardless of whether MazePlay does not insist in all cases upon strict performance by the Buyer on one or more occasions.
4. MazePlay will not guarantee a specific maze planting or cutting date. Mazeplay will at its own discretion provide a target planting or cutting date and MazePlay will make an effort to notify the buyer of adjustments to that date before arrival to the customer’s location. There are variables such as but not limited to route preferences, break downs, weather, scheduling conflicts etc. that may change a target planting or cutting date, therefore MazePlay may arrive outside of the pre-scheduled date. Buyer acknowledges MazePlay will not be liable for loses, inconveniences, or expenses that may related to the timing or delays of the planting or cutting date of a maze design. MazePlay will not map, plant or cut any maze on a Sunday. If the Buyer and/or the Buyer’s corn field is not ready for planting or cutting the corn maze when MazePlay arrives, MazePlay may reschedule planting or cutting, and if MazePlay gave (3) days notice MazePlay may charge an extra fee to compensate for the time delay and extra travel. If the target planting date is delayed the Buyer in some cases may choose to plant his own field and have MazePlay cut the maze design instead of planting it. The buyer must coordinate and get MazePlays approval when switching to assure a spot within the schedule for cutting. MazePlay may charge more for its cutting service than it does for planting.
5. (a) When MazePlay rototills a maze the Buyer acknowledges that MazePlay is not responsible to till maze paths to a degree that those paths are acceptable for public use. There are field conditions such as a field that is excessively rocky where MazePlay may not be able to rototill the maze into the field. If the field conditions are poor MazePlay may need to discuss and use alternative methods for marking out the maze that may require more work, expense or cooperation by the Buyer. MazePlay will try to mark or till the maze paths as best as they can, but the paths may be left in a rough and unfinished condition. The Buyer shall have the sole responsibility for final preparation and inspection of the paths prior to public use.

(b) When MazePlay plants a mazes we will strive to plant the corn seed to obtain the best possible germination and growth for the corn. MazePlay however does not guarantee that the seed will germinate and grow. The corn seed, ground moisture, ground prep, temperature and other factors influence germination. MazePlay does plant no till maze fields but can not guarantee that it is possible to no till in all field conditions. The buyer is responsible for the field prep and how that may influence the germination and crop growth. There are some field conditions that will prevent MazePlay from Planting a maze. MazePlay in no way guarantees that the corn that Mazeplay plants will reach black layer maturity before the first frost of fall. MazePlay may advise on maturity dates of corn that MazePlay plants shall not be liable for said advice. As some of our customers prefer the corn not to have mature cobs set during the maze season we do not assume that a buyer desires to have the corn reach maturity. Obtaining the correct day length corn is the responsibility of the buyer if harvesting grain corn is desired and the buyer may have to obtain a shorter day length corn when the planting date is delayed.

(c) Mazeplay will not plant corn that violates patents or purchase agreements. Buyer is responsible for obtaining the corn seed to be planted. It is recommended that Buyer choose a high quality grain or silage corn hybrid that has seed treat.

(d) If the corn seed does not grow or is killed and the seed was a hybrid, with seed treat MazePlay will make an effort when possible to comeback and replant the corn. MazePlay may not always be able to return in a timely manner and the buyer may need to replant his own corn and then MazePlay may return to cut the maze later. Buyer will need to coordinate with MazePlay to assure a cutting spot is available. Early notification from the buyer will help insure that MazePlay can replant the buyers maze. MazePlay may charge for travel and some fees to cover expenses but will not charge full price for replants. Mazeplay recommends buyer scout their full field early and often to discover problems such as poor germination, crop damage from weather or pests, and problems with volunteer corn growth, etc.

6. (a) Nothing contained herein shall be deemed a guarantee by MazePlay of the profits or attendance associated with Buyer’s maze or the safety of its operation. MazePlay is acting solely as independent contractor to provide the services set forth herein. The information or advice provided to the Buyer by MazePlay is for information purposes only and is not mandatory for use by the Buyer. The operational control of the Buyer’s maze shall be solely with the Buyer.

(b) The Buyer releases MazePlay and their officers, owners, agents and employees from any liability except that arising from the direct gross negligence of MazePlay. In no event shall MazePlay be liable for any indirect, punitive or consequential damages arising from any claim of liability or loss arising out of but not limited to the products, design, construction or operation of the Buyer’s maze.

(c) The Buyer further agrees to indemnify, defend and hold harmless MazePlay from any loss, claim or damages, for personal injury or property damages, including costs and attorney fees arising from the operation of the Buyer’s maze or the actions of the Buyer’s employees, agents, owners, customers and invitees. (It would be advisable to name MazePlay as additional insured on your liability insurance policy.)

(d) Nothing contained herein shall be construed to hold either party as the agent for the other or in any manner that the parties have engaged in any partnership, joint venture or other joint business endeavor.

(e) The provisions of this section of this agreement remain in effect and in full force and survive the expiration or termination of this agreement for any reason..

7. Rebate.

7.1 It is agreed that the Buyer shall be entitled to a rebate of a portion of the fees due or paid hereunder. Provided, however, such rebate shall be allowed only in the limited circumstances and upon the specific proof or documentation described hereunder. The Buyer shall be required to request a Rebate Request Form from Mazeplay by email (shawn@mazeplay.com) and submit the Rebate Request Form no later than Dec 20th of the operating season for which the rebate is requested. The rebate shall be allowed for one of two conditions, namely: (a) the inability of the Buyer to open the Buyer's maze due to the special circumstances stated herein or (b) poor performance as defined herein.

7.2 (a) The rebate shall be 50% of the design and maze path fees if the Buyer's maze cannot open due to circumstances beyond Buyer's control (as defined hereafter) and the maze has already been mapped.

(b) The rebate shall be the design and mapping fees less \$1,500 if the maze cannot open due to circumstances beyond Buyer's control and the Buyer's maze has not been mapped.

(c) The rebate shall be 25% of the design and maze path fees if the Buyer's maze has less than 3,000 customers during the operational season of the Buyer's maze.

7.3 For purposes of this Agreement, "circumstances beyond Buyer's control" shall mean: a natural disaster which prevents Buyer's mazes from opening for more than ten (10) days of its normal expected operating season or the inability to open due to governmental prohibition such as a change in zoning laws. If a rebate is required due to lack of customers, as described in paragraph 7.2, the Buyer's normally scheduled operating season must be at least six (6) weeks in length.

7.4 No rebates, returns or allowances shall be given for products purchased from MazePlay.

8. Title, ownership rights and intellectual property rights in and to MazePlay's design, services, products, or information shall remain with MazePlay. The Buyer shall have limited use of MazePlay Corn Mazes' name, logos and design work only for the year/years that this Agreement is entered into. The MazePlay designs may only be used to promote the operation of buyers own maze and may only be used within the maze, on printed advertising media distributed only within a radius from the maze of 120 miles and on television. The design must include the MazePlay name and copyright. Buyer may not post an image of the maze design on the Internet, however buyer may post an air photo of the maze. The Buyer shall not have the right to resell any of MazePlay Corn Mazes' design work, logos and or information. By signing this Agreement, the Buyer agrees to keep the information obtained from MazePlay confidential. MazePlay retains the title, ownership and intellectual property rights to the information within The MazePlay Maze Manual. By signing this Agreement, the Buyer agrees to keep the information within the manual confidential. The terms of this section shall survive the expiration or termination of this agreement for any reason.

9. In the event that MazePlay is not able to design, or is not able to plant map or cut the Buyer's maze because of, but not limited to, war, natural disaster, equipment failure, weather and/or physical injury to personnel of MazePlay, field conditions, MazePlay shall only be liable to refund the portion of services not provided that have been paid for and in no event shall MazePlay be liable for lost income or any consequential, incidental, indirect, punitive or other damages, including lost profits.

10. This Agreement shall be governed by the laws of the State of Idaho except the conflicts-of-laws rules, which might direct the application of any other state's laws. Any

action for the enforcement or interpretation of this Agreement shall be maintained exclusively in the court of appropriate jurisdiction in Bonneville County, Idaho, and the Buyer consents to the jurisdiction of said court and venue in that court. The Buyer waives any defense, which might otherwise be asserted as to such action in that court.

11. (a) In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney fees

(b) This Agreement may only be modified in a further written document executed by all parties.

(c) This Agreement shall be binding upon the successors and assigns of the parties.

(d) The Seller acknowledges the right of the Buyer to seek independent legal counsel prior to entering into this Agreement and, therefore, this Agreement shall not be strictly construed in favor of or against either party.

(e) If any term of this Agreement shall be determined invalid, such determination shall not affect the validity of the remaining terms. A court of appropriate jurisdiction is entitled to modify any invalid provision hereof if necessary to comply with governing law.

Print name or organization Fax

Cell Phone Phone

Email

Mailing Address Maze Address or Location

Signature of Buyer/Guarantor

By: _____
Title: Manager MazePlay Inc.