

parties.

18. *Interpretation.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. The paragraph headings are inserted only for purpose of reference. Such captions shall not affect the scope, meaning or intent of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.
19. *Governing Law.* The formation, construction and performance of this Agreement shall be construed in accordance with the laws of the state of California without regard to its laws and rules regarding conflicts of law. Any litigation arising from this Agreement shall be brought in state or federal court, as appropriate, within the Northern District of California. Instructor acknowledges that Baraz will have no adequate remedy at law in the event Instructor uses the AJ Proprietary Information or AJ Marks in any way not permitted hereunder, and hereby agrees that Baraz shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein. Any disputes pertaining to or arising under this Agreement shall be submitted for mediation, or by mutual agreement of the parties for binding arbitration, to the Arts Arbitration and Mediation Services of California Lawyers for the Arts. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys fees and costs.
20. *Integration.* This Agreement constitutes the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements understandings and discussions between the parties relating to the subject matter of this Agreement.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

  
\_\_\_\_\_  
James Baraz dba Awakening Joy  
661 Neilson St / Berkeley, CA / 94707  
baraz415@gmail.com

Date 12/2/19

**I understand and agree to all of the above:**

\_\_\_\_\_  
[Instructor signature] Date \_\_\_\_\_  
Instructor Name \_\_\_\_\_  
Company and Instructor Title \_\_\_\_\_  
Address \_\_\_\_\_  
Email \_\_\_\_\_