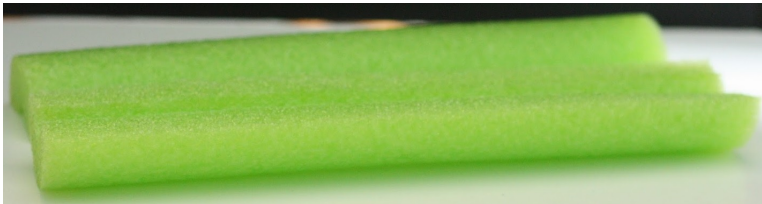


The Noodle Agreement



This Agreement is dated and in effect as of the _____, 2015, between:

Team _____

Team _____

Team _____

Team _____

Team _____

(hereinafter the “cooperatives”), and

Team _____

(hereinafter the “Team _____”). This Agreement is with respect to the noodle agreement with the cooperatives, hereinafter referred to as the “Agreement.” Whereas, Team _____ is a professional FRC team of good standing; Whereas, cooperatives wishes Team _____ to create certain Agreement described more fully herein; and Whereas, Team _____ wish to create such Agreement; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1 Agreement

Team _____ and the cooperatives agree upon dispensing the pool noodles into their own zones such that, and corresponding to the method previously decided per The Agreement. This is detailed as processing the noodles to discard them on the cooperatives respective sides.

2 Results

Provided the cooperatives and Team _____ complete The Agreement in the aforementioned manner, both of the scores of the two alliances will be augmented by 40 points.

3 Possible Points of Contract Nullification

This contract would be considered breached if the cooperatives *or* Team _____ do not follow The Agreement in ways such as the following:

- Not dispensing the proper number of pool noodles
- Scoring the noodles by inserting the noodles into a recycling bin
- Scoring the noodles by pushing them into the landfill zone
- Intentionally causing the noodles to count in a method not expressly stated by The Agreement.

4 Termination

Neither party may terminate this Agreement due to the laws of Gracious Professionalism after signing the contract.

5 Consequences of Improper Termination

Teams that *intentionally* compete in a manner that specifically goes against the rules of The Agreement will suffer the consequences of public shaming, within the realms of Gracious Professionalism.

6 Confidentiality

The cooperatives and Team _____ may disclose confidential information one to the other to facilitate Agreement under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;
2. is or becomes part of the public domain without breach of this Agreement;
3. is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

7 Permissions and Releases

The cooperatives agrees to indemnify and hold harmless Team _____ against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Agreement at the request of the cooperatives for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

8 Copyright Notice

Copyright on Agreement is in Team _____'s name. Team _____ reserves the right to incorporate the Agreement into projects for cooperativess other than the cooperatives, and reserves the right to license the Agreement (or components thereof) on terms of Team _____'s choice without restriction.

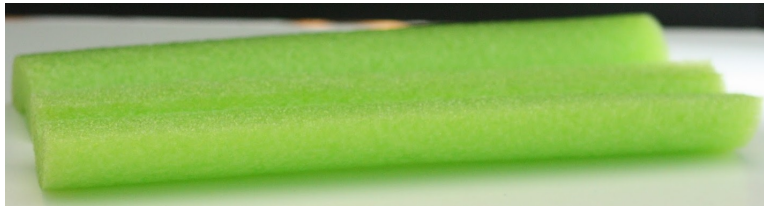
9 Independent Contractor

The cooperatives and Team _____ are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the cooperatives nor Team _____ has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

10 General

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and the parties shall, in good faith, attempt to modify the invalid provision so it becomes a valid provision.

This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties. Waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision or waiver of the same provision at any other time. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Texas, and both parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts of the Commonwealth. Additionally, the parties also agree and consent to process within or without said Commonwealth by certified mail requiring a signed receipt.



The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the cooperatives: _____ Date: _____
Team REPRESENTATIVE

_____ Date: _____
Team REPRESENTATIVE

_____ Date: _____
Team REPRESENTATIVE

_____ Date: _____
Team REPRESENTATIVE

_____ Date: _____
Team REPRESENTATIVE

Team _____: _____ Date: _____
Team _____