

STANDARD TERMS & CONDITIONS

1. **Notices** All notices, requests, demands, or other communications under this Agreement shall be in writing.
 - a. Notice shall be sufficiently given for all purposes as follows:
 - i. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
 - ii. First-class mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - iii. Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
 - iv. Overnight delivery. When delivered by overnight delivery Federal Express/Airborne/United Parcel Service/DHL World Wide Express, charges prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.
 - v. Telex or facsimile transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
 - b. Addresses for purpose of giving notice are as follows:

Coyote Coast Youth and Family Counseling, Inc.
104 Camino Pablo
Orinda, CA 94563
 - c. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.
 - d. Any party may change its address or telex or fax number by giving the other party notice of the change in any manner permitted by this Agreement.
2. **Modification:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties, except as provided in Section 19 below. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both parties.
3. **Gender and Number:** Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

4. **Handwritten/typed words:** Handwritten or typed words shall have no greater weight than printed words in the interpretation or construction of this Agreement.
5. **Integration:** This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
6. **Severability:** If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
7. **Priority:** The following agreements, exhibits, schedules, or other separate writings constitute a part of this Agreement and are incorporated into this Agreement by this reference:
 - Consent for Treatment – Adjunctive
 - Consent for Treatment – Community-Based Intensive
 - Consent for Treatment – Transition
 - Consent for Treatment – Teen Support Group

Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, or other incorporated writing, the provision of this Agreement shall prevail.

8. **Time of the Essence:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
9. **Counting:** Days shall be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it shall be excluded. Any act required by this Agreement to be performed by a certain day shall be timely performed if completed before 5:00 p.m. local time on that date. If the day for performance of any obligation under this Agreement is a Saturday, a Sunday, or a legal holiday, then the time for performance of that obligation shall be extended to 5:00 p.m. local time on the first following day that is not a Saturday, Sunday, or legal holiday.
10. **No Drafting Party:** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
11. If Patient consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.
12. **Waiver:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
13. **Headings:** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
14. **Waiver of Jury Trial:** The parties each agree to waive their separate rights to a trial by a jury. this waiver means that the trial will be before a judge.

15. **Choice of Forum:** Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in a superior court in Contra Costa County, City of Walnut Creek, California
16. **Choice of Law:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by California law.
17. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.
18. **Definition of Prevailing Party:** If either party commences arbitration or litigation arising from the interpretation or performance of this Agreement, then at least 30 calendar days before commencement of the arbitration or trial, each party shall submit to the other a confidential settlement offer (the "Offer"). No Offer shall be admissible in evidence in any such arbitration or trial with respect to the liability of a party, and each Offer shall be kept confidential by the parties until the tribunal or court makes a final award. If the parties do not reach a settlement, the tribunal or court in the arbitration or litigation shall award to the prevailing party reasonable costs and expenses incurred in the arbitration or litigation, including expert witness fees and attorney fees. If the final award by the tribunal or court is less than the defendant's Offer, then the defendant is the prevailing party. If the final award by the tribunal or court is more than the plaintiff's Offer, then the plaintiff is the prevailing party. If the final award by the tribunal or court is between the two Offers, neither party is a prevailing party and each party shall pay for its own costs and expenses. A party that has not made an Offer shall not be a prevailing party, and such party's Offer shall be deemed to be zero if it is the defendant or the claimed amount if it is the plaintiff.
19. **Changes to Standard Terms and Conditions:** Coyote Coast reserves the right to amend these standard terms and conditions from time to time. These changes will be posted on the <http://www.coyotecoast.org>, and will be effective as of the date of posting.