



Solution Tree Purchasing Agreement

Effective March 4, 2016, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington IN 47404 and Fayette County Public Schools ("Customer") located at 701 East Main, Lexington, KY 40502, agree as follows:

- Products:** Customer shall purchase the following Hybrid Event Registrations ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Quantity	Item	Amount	Total
300	PLC at Work Institute 3-Day Hybrid Institute, March 22-24, 2016	\$359.00	\$107,700.00
TOTAL			\$107,700.00

- Invoicing and Purchase Orders:** Customer will provide Solution Tree with a purchase order with signed contract for the full amount due under this Agreement. Solution Tree will invoice Customer based on the following schedule:

Description	Payment	Expected Invoice Date
Hybrid Event, March 22-24, 2016	\$107,700.00	Entering contract
Hybrid – Additional Registrations due February 24, 2016	TBD	30 days after date

All payment terms are net 30 days from the actual date of invoice. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington IN 47404.

Hybrid Event Registrations

- Additional Registrations:** Customer may add additional registrations up to a total of 500 registrations based on the discounted rate that corresponds to the total number of registrations, as described in the chart below. If Customer seeks to add additional registrations, Customer will provide Solution Tree with an updated total number of registrations by written addendum by February 24, 2016. Solution Tree will provide event program materials and resources for the Hybrid Event for all registrations included in this Agreement and any additional registrations added by addendum. Event program materials and resources for registrations added after February 24, 2016 may not be available for the Hybrid Event but will be processed and shipped upon receiving the actual final tally of attendees at an additional \$50 per set of materials.

Attendees	Cost Per Attendee
301-399	\$359.00
400-500	\$339.00

- Hybrid Event Duties of Customer:** Customer will provide:
 - A facility equipped with audiovisual equipment including screen (projector screen dimension ratio 16x4 preferred), LCD projector, microphone, sound system, and updated DVD player or computer with DVD playback capabilities for attendees to view event (please make sure attendees are seated 20 minutes prior to event).
 - A Site Contact who will be available during the Hybrid Event dates and will work closely with our Event Manager prior to the Hybrid Event.



- c. Ability to accept pallets at event venue prior to event.
- d. Customer will prepare materials and set up room in advance of March 22, 2016. Access to the facility for setup on March 22, 2106 will be given no later than two hours before the start of the event.
- e. A full time AV technician available for event consultation no later than February 24, 2016, for set up the day before the event, and for AV support for the duration of the Hybrid Event.
- f. Shipping instructions and ability to accept pallets and assemble attendee materials prior to event.
- g. Food and Beverage for attendees.
- h. Testimonial of event experience at the conclusion of Solution Tree Hybrid Event.
- i. Approval to allow Solution Tree to invite other District and/or School key personnel to evaluate and observe the Event.
- j. Customer is responsible for the reproduction of handouts and other print materials related to customized professional development or breakout sessions from the onsite associate.

5. Hybrid Event Duties of Solution Tree: Solution Tree will provide:

- k. Recorded keynote and breakout session content for Hybrid Event created by Solution Tree authors from PLC at Work™ Institute.
 - l. A trained Solution Tree Associate to facilitate the Hybrid Event on-site.
 - m. Session binder and/or handouts for all recorded sessions and attendee materials including the resource, *Leaning by Doing*, Second Ed. for all attendees.
 - n. Session binder and/or handout for up to 6 school board members at no cost to Customer.
 - o. Distribution of an evaluation created by Solution Tree.
- 6. License Grant:** Solution Tree grants Customer a non-exclusive, venue-specific, limited-duration license to display the Hybrid Event at the approved location for the number of seats specified in this agreement for the duration of the Hybrid Event. Customer may not make audio or video recordings of the Hybrid Event or display the Hybrid Event at any venue other than the one approved by Solution Tree.
- 7. Audio/Visual Disclaimer:** Customer is responsible for ensuring that its audio and video technology is functional and adequate to support the webcast. Should Customer's equipment fail, malfunction, or prove to be inadequate to deliver the webcast, sole responsibility for such failure will be with Customer, and Customer shall still be liable to Solution Tree for the full amount of the compensation. Solution Tree makes no warranty, representation or guarantee that the webcast will be uninterrupted or error free or that any defects can be corrected.

General Terms

- 8. Intellectual Property:** Customer acknowledges that Solution Tree or Solution Tree's subcontractors own the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Customer. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree.
- 9. Travel Arrangements and Expenses:** The total Agreement amount includes all travel, lodging, and other incidental expenses incurred by Associate.
- 10. Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or



international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Agreement, then Solution Tree agrees to offer services at a later date, provided such can be rescheduled with Customer. Solution Tree shall have an affirmative duty to notify Customer immediately of any circumstance or event that will prevent Solution Tree from performing under this Agreement.

- 11. Force Majeure:** Neither party shall be liable for its failure to perform under the terms of this Agreement as a result of events or circumstances outside of its control, such as acts of nature, government sanctions, labor disputes, strikes, lockouts, electrical power failures, and internet service disruptions.
- 12. Entire Agreement:** This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.
- 13. Offer Valid:** The offer set forth in this Agreement shall be open through February 24, 2016.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Dr. Marlene Helm
Fayette County Public Schools

Date

Ed Ackerman
President and COO
Solution Tree, Inc.

Date

Please fax or email this agreement to: Katie Avers
Fax: 800-504-6281
Email: katie.avers@solution-tree.com

**Who will receive and pay the invoices?**

Contact: _____
Title: _____
Address: _____
City, State _____
Phone: _____
E-mail: _____
Fax: _____

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
Mobile: _____
E-mail: _____
Fax: _____

Shipping Information for Resource Delivery

Shipping Contact: _____
Shipping Address: _____
City, State, Zip: _____
Phone: _____
Delivery Date: _____
Delivery Times: _____

Choose one: ☐ Do you have a Delivery Dock?
☐ Do you have double doors (for pallet)?
☐ Do you require inside delivery?