

# LeaderinMe®

## Leader in Me® Agreement

This Leader in Me Agreement ("Agreement") is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey"), and the following organization ("Client"):

<b>Organization:</b>	Florence Elementary	<b>Contact Person:</b>	Lisa Resing
<b>Address:</b>	103 Center Street	<b>Telephone:</b>	(859) 282-2610
<b>City, State, Zip:</b>	Florence, Kentucky 41042	<b>Email:</b>	lisa.resing@boone.kyschools.us

### Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Deliverable	Start Date	End Date	Invoice Date	Price	Quantity	Total
<b>Membership and Coaching</b>						
School Membership	5/12/2021	5/11/2022	5/12/2021	\$5,000.00	1	\$5,000.00
Coaching Day				\$0.00	1	\$0.00
						<b>\$5,000.00</b>
<b>Empowering Instruction</b>						
Consultant Daily Rate				\$0.00	1	\$0.00
						<b>\$0.00</b>
<b>Total Investment</b>						<b>\$5,000.00</b>

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is a conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

#### Franklin Covey Client Sales, Inc.

Signature: Dee Jay Homer

Printed Name: Dee Jay Homer

Title: Client Service Coordinator

#### School

Signature: \_\_\_\_\_

Printed Name: Dr. Maria Brown

Title: Board Chair

Effective Date: \_\_\_\_\_

### Terms and Conditions

**Scheduling a Consultant.** Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

**Cancellation/Rescheduling Fees.** Fifteen (15) calendar days' notice is required to cancel or reschedule the Services. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any Services canceled or rescheduled by FranklinCovey.

**Term, Termination, and Events of Termination:** This Agreement shall commence with the Effective Date and continue until all services have been completed. Either party may terminate this Agreement with 30 days written notice of a material breach of this Agreement only, if uncured within such 30-day period.

**Payment Terms:** FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

**Audio:** Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

**Recordings:** Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

**Leader in Me Notifications:** FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

**Copyright:** FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

**Modification of Agreement:** All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

**Affirmative Action/Equal Opportunity Employer:** FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

**Force Majeure:** Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

**Entire Agreement:** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.