



Leader in Me® Agreement

This 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"):

Organization: Ballyshannon Middle

Address: 7515 Shamrock Ave

City, State, Zip: Union, Kentucky 41091

Contact Person: Erika Bowles

Telephone: (859) 905-2620

Email: erika.bowles@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
Keynote Address with William Blackford	8/12/2021	8/12/2021	8/12/2021	\$1,750.00	1	\$1,750.00

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 any 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.

Client agrees to abide by the Terms and Conditions stated below.

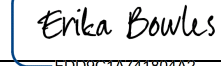
Franklin Covey Client Sales, Inc.

Signature: DeeJayHomer

Printed Name: Dee Jay Homer

Title: Client Services Coordinator

Organization

Signature: 

Printed Name: Erika Bowles

Title: Principal

Effective Date: 6/15/2021

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 (15) days' notice, Client will be billed a cancellation fee of \$1,250 or a rescheduling fee of \$625 to cover costs incurred by FranklinCovey. Client will not be assessed a cancellation/rescheduling fee if the Onsite Coaching day is cancelled 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.

Copyright: FranklinCovey owns all intellectual property rights, proprietary rights and copyrights to all training session concepts and materials including, but not limited to, student and teacher guides, documentation, images, animation, sound, music, and text related to the Leader in Me program. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revision of such concepts and materials or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement. The materials provided herein are intended for personal use only by Users to apply the concepts learned within the school, and are not for resale or public display. Nothing in this Agreement implies a license for Client to use the training session concepts and materials outside the scope of this Agreement.

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.

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 s/he 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.