



Services: Independent Contractor agrees to provide contract-training services for the Client as described above. If the Independent Contractor's certification status is misrepresented, this agreement will be canceled automatically and immediately, and any monies due to the Independent Contractor will be forfeited. The Independent Contractor is responsible for the submission of all rosters, evaluations and any other class completion documents required by the Client. The Client shall be responsible for providing equipment and courseware required by the course(s) named in section 2.

Fees and Remuneration: Upon signing this agreement, the Client shall agree to pay the Independent Contractor all travel expenses as outlined in this agreement along with all course fees. The Client also understands that upon completion of the scheduled training, all fees are non-refundable even if participants do not successfully complete the scheduled training with a passing grade (80% of final exam). Invoice is attached to agreement or will be received by client within 7 days of signing agreement. If the number of participants and/or hours of scheduled training is more than the original amount suggested in the attached invoice, the Independent Contractor will generate a second invoice for the additional participants and/or hours. If the number of participants is less than the original amount of participants and/or hours of scheduled training suggested in the attached invoice, the Client is still responsible for the suggested amount noted in the attached invoice. Client will agree to pay 100% of travel expenses 30 days prior to scheduled training. If payment is not received by Independent Contractor 30 days prior to scheduled training, the Client will be responsible for any change in travel expenses. The Client will reimburse the Independent Contractor for reasonable travel expenses as follows:

Airfare: Lowest available fare with up to one stop with reimbursement for one oversized suitcase.

Local Travel/Rental Car: Lowest rate mid-sized rental car or actual reimbursement for cab fare.

Lodging: Lowest priced 3 star hotel, as rated by AAA.

Cancellations: if the Client cancels, terminates or reschedules for any cause less than ten {10} business days from the class dates listed in section 2 are to commence, the Client will pay Independent Contractor 50% of total instructional services fees and 100% of non-refundable travel expenses incurred. If the Client cancels, terminates or reschedules for any cause less than five {5} business days from the date listed in section 2 are to commence, the Client will pay Independent Contractor 75% of total instructional service fees and 100% of non refundable travel expenses incurred. In the event the Independent Contractor cancels this agreement with less than ten {10} business days notice, the Independent Contractor will be responsible for any additional costs for professional fees the Client incurs in the securing of a replacement Training Provider. Neither the Independent Contractor nor the Client shall be held responsible for cancellations due to State of Emergency Conditions, inclement weather related conditions, or other circumstances beyond the reasonable control of the parties.

The Client will ensure all students confirm participation in the training. Confirm all participants meet the minimum prerequisites for the applicable training set forth in the Course Memo attached to the invoice and/or Agreement. The Client will also submit to the Independent Contractor a list of the names, e-mail addresses and phone numbers of participants who are attending the training at least seven {7} business days before scheduled training. The Independent Contractor is not responsible for the transportation of the participants to the Facility Location where the schedule training is to be held. The Client must also ensure participants and facility do not use audio and/or video recording equipment within the classroom without prior written approval from SAFER Training, Inc. The Client shall provide training materials for the participants prior to the start of the scheduled training. The Independent Contractor holds the right to terminate and/or eject any participant from the scheduled training if they impede the learning of other participants during the scheduled training.

The Independent Contractor is not liable for any participants injured and/or harmed during the course of the scheduled training.