

FIERCE WORKSHOP FACILITATION AGREEMENT

between

**Fierce, Inc. ("Fierce")
506 Second Ave Suite 1400
Seattle, Washington 98104**

**Linn Mar Community Schools ("Client")
2999 North Tenth Street. Marion, IA
52302. USA**

And

Effective Date: January 9, 2024

Fierce is a provider of top-tier in-house corporate training through its various programs, including Fierce Conversations®, Fierce Generations®, Fierce Accountability®, Fierce Negotiations®, Fierce Coaching®, Fierce Team®, Fierce Confrontation®, Fierce Delegation®, and Fierce Foundations™. Client has hired Fierce to facilitate the Programs indicated below to its employees. Based on the foregoing and for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Services. Fierce will facilitate the following Programs for Client:

<u>Program</u>	<u>Facilitator</u>	<u>Dates/Times</u>	<u>Location</u>
ONE (1) Certification Fee	TBD	TBD	TBD

Fees, Costs, Payment. Client will pay Fierce as follows:

- **Certification Fee.** Client will pay to Fierce a non-refundable Delivery Fee of FOUR THOUSAND AND NO/100 DOLLARS USD (\$4,000.00) for facilitating the Program(s) listed above.
- **Physical/Virtual Toolkit Costs.** Fierce requires that every Participant receives a Toolkit during the Fierce sessions. Fierce will provide Client with one (1) Toolkit for each Participant attending. Facilitators receive a Toolkit as part of their training package.

Client will pay Fierce a non-refundable Toolkit Cost of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS USD (\$3,500.00) for THIRTY FIVE (35) Full/1 model Toolkits. Toolkits will include Foundations plus the following conversation models: TBD. Additional Full/1 model Toolkits are available from Fierce, Inc. at a per unit cost of ONE HUNDRED AND NO/100 DOLLARS USD (\$100.00). Client is responsible for all shipping costs and applicable sales taxes.

- **Travel Expense.** In addition, Client is responsible for travel, lodging, meals, and other incidental expenses incurred by the Facilitator and Fierce, Inc., if any.

Airfare: All air travel reservations should be booked with the lowest logical airfare available, and all flights should be in coach or economy class. Please book at least 14 days prior to travel to secure the best rate.

Airport Parking: Travel to and from the airport that entails the use of bus, shuttle, taxi or privately owned automobile are reimbursable. When a privately owned automobile is used, only economy parking will be reimbursed.

Lodging: Lodging should not exceed \$250 per night and must be a standard room. Suites, executive or concierge level rooms are non-reimbursable. In room movies, personal phone calls, laundry and valet parking are not reimbursable. Room service meals and in-room refreshments are not reimbursable.

Meals: Daily meal expenses must not exceed the company defined rate of \$75 per day. Lunch and snacks and refreshment.

Client will provide, at its expense, a suitable facility for this event. Expenses incurred by Fierce under this paragraph will be billed to Client.

- **Payment.** The fees and costs detailed above shall be paid as follows:
 - One hundred percent (100%) of fees due upon acceptance of agreement, which is non-refundable.
 - One hundred percent (100%) of total remaining shipping fees and travel expenses are due upon services rendered,

including reimbursement of any additional fees or expenses incurred (see above).

- Fees are payable in US Dollars.
- Payments can be paid via credit card, per the Client's request.
- Late Fees: Any payments not received by Fierce by the due date on any invoice issued to Client will be considered past due. Interest will be charged and payable on all past-due accounts at 1.5% per month.

Audiovisual Equipment. Client is responsible for providing the following audiovisual equipment:

- One (1) wireless lavalier microphone (for audiences of 40+).
- LCD/Video projector connected to a computer with a USB drive.
- 2 Flipcharts with sticky backs and markers.
- Remote clicker for a PowerPoint presentation.
- Stool and small table or commercial music stand for Facilitator and Facilitator's notes.

Rescheduled Programs.

- Either party may reschedule a Program by giving written notice to the other under the following circumstances:
 - A federal, state or local law, regulation or order is in effect at the time a Program is scheduled to occur that prevents or prohibits the Program to take place due to an epidemic or pandemic, or prevents either party from traveling or makes it impractical to travel to the city or state in which the Program is to take place due to an epidemic or pandemic; or
 - An epidemic or pandemic is in effect at the time a Program is scheduled to occur and in the reasonable discretion of either party, such epidemic or pandemic poses a risk to employees or independent contractors to travel to or attend a Program.

In the event a party reschedules a Program due to an epidemic or pandemic under this subsection, the parties will work together in good faith to reschedule the Program without any cost or penalty to either party.

- Client may cancel or reschedule a Program for any reason not described above with respect to an epidemic or pandemic by giving written notice to Fierce. In the event Client cancels or reschedules a Program under this subsection, Client is responsible for all fees listed for the cancelled Program, as well as any travel expenses, charges, or cancellation fees incurred by Fierce as a result of Client's cancellation. In the event Client cancels a Program at least thirty (30) days before the Program is scheduled to occur, the fees may be applied to the rescheduled Program. If Client cancels a Program between twenty nine (29) and fifteen (15) days before the Program is scheduled to occur, one-half (½) is non-refundable, the remaining one-half (½) of the fees due may be applied to the rescheduled Program, and Client must pay the remaining one-half (½) of full price for a rescheduled Program. If Client cancels a Program within fourteen (14) days before the Program is scheduled and to occur, the fees are non-refundable and cannot be applied to a rescheduled Program, and Client must pay full price for a rescheduled Program. Client's right to reschedule under this subsection is limited to once per Program. Accordingly, after Client has rescheduled a Program, none of the timelines and benefits under this subsection apply, and Client is responsible for all fees each time Client cancels or reschedules a Program.

Ownership and Protection of Intellectual Property.

Fierce owns and retains any and all right, title, and interest, including all copyrights, trademarks, and any other proprietary and intellectual property rights embodied in or associated with the Programs and the Toolkits, including but not limited to all materials, curriculum and teaching methodologies ("Fierce Intellectual Property"). Each attendee to a Program is granted a limited personal right to use the Toolkit in connection with the Program, and this limited right does not include the right to modify, edit, translate, include in collective works, or create derivative works of the Toolkit, in whole or in part. The parties acknowledge and agree that nothing in this Agreement is intended to transfer ownership of and in Fierce Intellectual Property to Client. Fierce reserves all rights not expressly granted under this Agreement.

Attorney Fees. In any litigation or proceeding between the parties regarding this Agreement, the prevailing party will be entitled to recover reasonable attorney fees and expenses, including attorney fees and expenses on appeal or petition for review. The prevailing party means the party that prevails (whether affirmatively or by means of a successful defense) with respect to the claims having the greatest value or importance as reasonably determined by the court.

Venue/Governing Law. The state courts of Washington and the United States District Court for the Western District of Washington will have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement. Venue for purposes of litigation will be in King County, Washington, and the parties waive all claims that such a forum is inconvenient or that a more convenient forum can be found. This Agreement will be governed by, and interpreted in accordance with, the laws of the state of Washington, without regard to its choice of law principles.

Independent Contractors. Fierce and Client are independent contractors. Nothing in this Agreement shall create an agency, partnership, joint venture, employment or other association between the parties other than the relationship under this Agreement. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

Agreed to and Accepted by:

FIERCE, INC.

By: _____

Name: _____

Title: _____

Date: _____

Agreed to and Accepted by:

Linn Mar Community Schools

By: _____

Name: **Barry Buchholz**

Title: **Board President**

Date: _____