



# In-service Confirmation Agreement

Prepared for  
River Road High School

June 19, 2013



River Road High School  
9500 US Hwy 287 N  
Amarillo, TX 79108

Thank you for selecting The Flippen Group to provide your staff development needs. We look forward to serving you. Our goal is to provide you with a training that will both motivate and empower the participants to a new level of success. Please take a moment to review the information that follows and then sign and return this form to us promptly in order to confirm your training reservation.

### SECTION 1: TRAINING INFORMATION

**Training:** Building Champions  
**Dates:** August 16, 2013 (Friday)  
**Times:** 8:00-3:00  
**Location:** TBA  
**Audience:** TBA (not to exceed **250** people)  
**Presenters:** 1 trainer from The Flippen Group

### SECTION 2: TRAINING SET-UP SPECIFICATIONS

*Note: All facility details will need to be coordinated and funded by River Road High School. As you know, the environment in which the training is conducted impacts training effectiveness. In order to ensure outstanding results for those attending, we will need your help in arranging the facility, based on the specifications found below.*

- The following pieces of equipment to be provided, set up, and tested for function prior to our arrival at the presentation:
  - Wireless lavalier microphone allowing much freedom of movement (for groups of 50 or more people)
  - Table or podium for materials
  - Video projector (complete with large overhead screen, DVD player, and speakers)
  - A workbook original to be used at this Inservice will be sent to be reproduced for all those in attendance.
- Location must have good lighting that can be dimmed and brightened on demand for viewing video.
- Location must have comfortable seating and good acoustics.
- In-Services cannot be held in a gymnasium.

### SECTION 3: YOUR INVESTMENT

**Contract Fee:** \$4,500.00  
**Travel Fee:** \$1,000.00\*  
**Total:** \$5,500.00

**Other charges** (if applicable): \$4,500.00 if audience exceeds 250 people (Our facilitators are sometimes determined by group size. Final participant numbers are due two weeks prior to the event. Based on numbers or group participation, the trainer may change.)

*\*Travel packages will be billed at rate of \$1,000.00 for one-day events, \$1,500.00 for two-day events and \$1,800.00 for three-day events (per trainer). Travel rates are subject to change. Travel expenses that The Flippen Group incurs and are cancelled as a result of rescheduling or cancelling of a service without two weeks notice, may result in an extra charge to your organization.*

River Road High School  
Authorized Signer Initials \_\_\_\_\_



#### SECTION 4: PAYMENT POLICIES

- A non-refundable payment of \$4,500.00 is required with this signed and returned confirmation agreement.
- Travel fee and remainder of other charges assessed (if applicable) will be required 30 days following the conclusion of training.
- Please make any purchase orders or checks payable to The Flippen Group.

#### SECTION 5: EVENT CONFIRMATION

- Both parties will consider this program confirmed upon the signing of this agreement and receipt of the full contract fee prior to July 10, 2013. Upon execution of this Agreement, The Flippen Group will reserve your function at the exclusion of all other business opportunities.
- River Road High School grants The Flippen Group permission to contact its employees and or faculty members via email.

#### SECTION 6: RESCHEDULING/CANCELLATION POLICY

- The Flippen Group can honor rescheduling requests 90 days or more before the first day of the event at no penalty and can be rescheduled for another time based on availability.
- Should River Road High School notify The Flippen Group less than 90 days before the first day of the event, then both parties understand this event has been cancelled and the full contract fee will be assessed.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances.
- Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

#### SECTION 7: INTELLECTUAL PROPERTY POLICY

- The Flippen Group's intellectual property is a crucial part of providing training materials and consulting services to its clients, and The Flippen Group could not continue its work if its clients did not honor and respect The Flippen Group's intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by The Flippen Group and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of The Flippen Group. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph, and you are agreeing that none of the training materials, notebooks, videos, presentations, processes, concepts, or parts thereof may be used by you, for any purpose, without the express advance written consent of The Flippen Group. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect The Flippen Group's intellectual property.
- Video and/or audio taping is strictly prohibited without prior written approval by The Flippen Group.
- Media representatives are not allowed to attend training without prior written approval by The Flippen Group.

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### SECTION 8: CONFIRMATION

I have read and understand the policies of The Flippen Group as printed in this agreement, and, as the contact person for this training, I will endeavor to see that all policies and related details are understood and completed by all involved parties in the planning of this event.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Group contact person or representative)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

### SECTION 9: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

The Flippen Group  
Attn: Kim Herman  
1199 Haywood Drive  
College Station, TX 77845

Phone: 888-608-8488  
Fax: 877-941-4700  
kim.herman@flippengroup.com

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