



TRAINING SERVICES AGREEMENT

This is a contract entered into by Hollaback! Inc. (hereinafter referred to as "Contractor") located at 30 3rd Avenue, #800B, Brooklyn NY 11217 and _____ hereinafter referred to as the "Client") located at _____. The purpose of this agreement is to establish the terms and conditions of service for training workshops provided by the Contractor to the Client as outlined in *Article 1: Scope of Work*.

In consideration of the mutual promises set forth below, the parties agree as follows:

I. Scope of Work

Client agrees to hire Contractor to provide the following services for a fee of \$ _____:

Training(s) Title:

Number of Facilitators Provided By Contractor:

In-Person Or Online?

The facilitator(s) will arrive on-site no less than 30 minutes prior to start time for in-person trainings. Online trainings will be facilitated virtually using the zoom online platform with hosts arriving 15 minutes prior to start.

Estimated Number of Participants:

About Participants:

Number of Trainings Included in Agreement:

Training Date(s) & Times:

This training engagement includes up to _____ hours of customization with Contractor before the date of service. The following additional considerations apply:

II. Payment Terms

1. For the services described above, the Client shall pay the Contractor \$ _____.
2. Client will receive an invoice upon execution of this agreement and payment is due within thirty (30) days of receipt of invoice.
3. Invoices over thirty (30) days past due will incur finance charges of 1.5% per month.
4. Contractor shall not be obligated to provide service until receiving the full balance of charges due.
5. Payment may be made by wire transfer or by check.

Wire Transfer Instructions

Name of Bank: JPMorgan Chase Bank, N.A.
Address: 401 Flatbush Avenue, Brooklyn NY
ABA Routing Number: 021000021
Account Number: 903302099
Beneficiary: Hollaback! Inc.
Swift Code: CHASUS33

Check Instructions

Make check payable to Hollaback! Inc. Mail to 30 3rd Avenue, #800B, Brooklyn NY 11217
EIN: 27-3199988

III. Intellectual Property Rights

Client acknowledges that Contractor is the owner of all materials presented in the workshops including copyrights and trademarks. Client and its affiliated organizations or subsidiaries agree not to reproduce, copy, or distribute the workshops or any of its content, in whole or in part, in any form or medium without express written consent of Contractor. Client further agrees not to reuse or resell any part of the workshop without the express written consent of Contractor. Client acknowledges that the Contractor will not provide a recording of the workshop nor will the Contractor share the workshop slide deck after services have been rendered.



IV. Cancellation & Rescheduling Policy

All requests for cancellation or rescheduling must be received in writing.

1. Cancellations:

- a. There is no fee for cancellations received more than seven (7) business days before the first scheduled program activity outlined herein with the exception of non-refundable expenses incurred.
- b. Should Client cancel between one (1) and seven (7) business days of the first scheduled program activity outlined herein, Client agrees to pay Consultant 50% of the total fee for contracted services and all expenses incurred.
- c. Should Client cancel within one (1) business day of the date of service outlined herein Client agrees to pay Contractor 100% of the total fee for the scheduled program activity and all expenses incurred.

2. Rescheduling:

- a. In the event of unforeseen circumstances (such as serious illness/accident or family emergency) on the part of the Contractor's facilitator, Contractor will make all reasonable attempts to identify a replacement facilitator to facilitate the program as scheduled. If a suitable replacement facilitator cannot be found both parties agree to select another mutually agreeable date for the program.
- b. In the event that inclement weather or force majeure affects the ability for an in-person training to take place as scheduled, both parties agree to select another mutually agreeable date for the program.
- c. Rescheduling requests from Client must be submitted to Contractor as soon as known by the Client yet no less than ten (10) business days before the date of program.
- d. Contractor agrees to reschedule the date of the program up to, but no more than two (2) times within a three (3) month period. If Client requests to reschedule the date of the program more than two (2) times within a three (3) month period, Contractor reserves the right to forfeit the terms of this agreement.

V. Liability

1. Neither the Contractor, nor any of its agents, employees, representatives, contractors, directors, or officers shall be liable for any personal injury to or death of any employee, contractor, or consultant of the Client, or any individual present during the program activities, whether actively participating or not, however caused, or any damage to or loss of property of Client, however caused.
2. Client agrees to indemnify and hold Contractor harmless from all claims, losses, expenses, fees, including costs and judgments that may be asserted against Contractor or any of its agents, employees, representatives, contractors, consultants, directors, or officers that result from or relate to this agreement or the acts or omissions of Client under this agreement; provided that such indemnity shall not be available to the extent that such claims, losses, expenses, fees, costs or judgments are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of Contractor.

VI. Other

1. Assignment of Contract: Client shall not transfer this contract to another party or any rights granted hereunder without prior written consent from the Contractor, which the Contractor may withhold for any reason. The Contractor may assign this contract or any rights it has hereunder without the consent of Client.
2. Miscellaneous: This contract shall be governed by the laws of the New York City and any applicable Federal laws. Section headings used herein are inserted for convenience only and are not part of this contract.



I, the undersigned, agree to abide by the terms stated above.

Client

Date_____

Printed Name & Title of Authorized
Official

Hollaback, Inc!
Emily May, Executive Director

Signature of Authorized Official

Signature

Date_____