

Learning Celebrations Training & Development Service Agreement

It is hereby agreed that _____ (hereinafter referred to as CLIENT), with an address of _____, retains **HR Visions, Inc.** to provide training and development services. This agreement is subject to the following terms and conditions:

1. **EFFECTIVE DATES:** This Agreement becomes effective upon execution by both parties and shall serve as the master agreement for all current and future program topics outlined in Learning Celebrations Training and Development supplemental schedules for which CLIENT requests training design, customization and delivery services through HR VISIONS, INC.
2. **RESPONSIBILITIES OF THE PARTIES:** HR VISIONS, INC. will coordinate and deliver training programs outlined herein at its training facilities, the client's site or alternate agreed upon locations. HR VISIONS, INC. will ensure its training facilities are conducive to learning at all times and have audio/visual equipment in working condition to support delivery of training conducted at HR VISIONS' facilities. A representative of HR VISIONS, INC. will be available on a continual basis for CLIENT'S management, for face to face meetings and communication necessary to ensure quality delivery of training services requested. CLIENT will extend its best efforts to ensure participants are informed of training dates, times, locations and pre-assignments. Additionally, CLIENT will ensure training rooms are conducive to learning and have requested audio/visual equipment in working condition to support delivery of client-site training, when applicable. HR VISIONS, INC. agrees to provide premium service to CLIENT and provide CLIENT with the highest degree of customer service HR VISIONS, INC. offers.
3. **FEES AND TERMS:** In consideration for HR VISIONS' efforts under this Agreement, CLIENT will be charged according to the fees outlined in the attached supplemental schedule(s). Invoices will be submitted directly to CLIENT and are **due in full within thirty (30) days of performance completion.** If invoices are not paid within thirty (30) days, CLIENT shall pay an interest charge of five (5) percent or less.
4. **DEPOSIT:** A deposit payment of 50% of the total estimated invoice and signed and executed service agreement is required to reserve training date. Balance will be due upon completion of training delivery. Deposit payment must be paid fifteen days (15) before performance begins and the remaining balance payment is due within thirty (30) days of performance completion.
5. **ENTIRE AGREEMENT; WAIVER:** This Agreement constitutes the entire Agreement between the parties; no amendment or waiver hereof shall be valid or binding unless made in writing and signed by both parties.

6. **NOTICE:** Any notice under this Agreement shall be deemed given when delivered in person or sent by fax, certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth above, or at such other address as may have been specified by such party.
7. **CANCELLATION:** Cancellations received prior to 90 days of date reserved will result in 100% of deposit refund. Cancellations received within 31 to 90 days of scheduled training will receive 50% of deposit refund. Cancellation notices received within 30 days of scheduled training will cause forfeit of total deposit; provided, however, that Client shall be allowed to reschedule training within 90 days of original date scheduled with 100% of Client's deposit applied.
8. **CONFIDENTIALITY:** In reliance on this Agreement, CLIENT may provide HR VISIONS, INC. access to information of CLIENT'S, which is proprietary and confidential and which will remain the sole property of CLIENT. HR VISIONS, INC. agrees to hold such information in confidence, not to disclose it to any third parties and not to make copies of such information without CLIENT'S express prior written permission. HR VISIONS, INC. further agrees to return all such information to CLIENT immediately upon request.
9. **TAXES:** HR VISIONS, INC. is solely responsible for all local, state, and federal taxes associated with the payment for services outlined herein, and any other taxes for which HR VISIONS, INC. may be responsible in connection with the performance of said services.
10. **FORCE MAJEURE:** If the performance by either party of any obligation under this Agreement (other than any payment obligation) is directly delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, war, civil disturbances, accidents, damage to its facilities or labor disputes; it will be relieved of performance of such obligation (and any accompanying payment obligation) to the extent such performance is so directly limited or prevented, without liability of any kind.
11. **GOVERNING LAWS:** The terms and provisions of this Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
12. **PRIOR AGREEMENTS:** This Agreement is effective upon date of signing by both parties, and supersedes any and all Training and Development Service Agreements currently or previously in effect between CLIENT and HR VISIONS, INC.

AGREED AND ACCEPTED:

CLIENT: _____

HR Visions, Inc.

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

PRINT NAME: _____

PRIN NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**Learning Celebrations Training & Development
Service Agreement
Supplemental Schedule**

Program Module(s) & Fees:

_____ minimum participants (\$_____ per person)

Estimated Participant Count: _____

Estimated Training Fee*: _____

Participant Guides/Workbooks: _____

Deposit: _____

**Note: Authorized, reimbursable travel related expenses to be billed are not included in this estimate.*

Delivery Time-Frame:

Project begins _____ with the following training date(s), times and locations confirmed as of the date of this contract signing:

Day/Date	Time (EST)	Program Title	Business Unit	Location/ Status

Available Value-Added Services:

- Online Professional Development and Certification Prep Training HR Consulting
- Custom Program Design & Delivery Direct-Hire Staffing

AGREED AND ACCEPTED:

CLIENT: _____

HR Visions, Inc.

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____