



AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

**Southern Nevada Chapter, International Code Council (SNICC)
aka EduCode International (Hereinafter EduCode)**

And

_____ **(Client)**

WHEREAS:

*EduCode offers a building and fire code training program in a class room setting
(Program); and*

*The purpose of the Program is to assist students to achieve CEUs to maintain and further
their employment in the building construction and safety industry; and*

The following is mutually agreed to between EDUCODE and the CLIENT:

- Cancellation of Prior Agreements:** This Agreement supersedes and cancels as of the **Effective Date** hereof all previous agreements and contracts, whether written or oral, entered into by the parties.
- Assignment:** Neither party shall have the right to assign or delegate any portion of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- Independent Contractor:** Clients participation in EduCode shall be as an independent Contractor/Dealer and not as an employee or agent of EduCode. Any provisions in this Agreement which may appear to provide EduCode with the right to supervise or monitor Clients activities under this Agreement are merely offered for directional purposes only.
- Privacy:** Clients signature on this contract allows EduCode to post your personal, company or association name, address, phone, fax, e-mail and website on the EduCode website www.educode.snicc.org/ and other public materials.

Seminar Location: Orleans Hotel and Casino; Las Vegas, NV
Seminar Date(s): January 31 through February 04, 2011
Seminar Hours: 7:30 AM to 5:00 PM
 CEU certification requires that full-day classes include 8 contact hours.
Lunch: A 1½ hour lunch break is included.
Seminar Material: Handouts and Instructional Material content are to be provided by client and be delivered to EDUCODE at least 14 days prior to the start of the seminar. EduCode will print all approved handout materials. EduCode will not reimburse the Client for handout expenses unless specifically included in this contract. This does not preclude the Client from providing supplementary materials.

Class Information & Costs:

Date of Class	Class Duration ½ Day or Full Day	Name of Class	Instructor's Name	Handout/ Book Cost per student	Seminar Cost
Total Cost					

Seminar Expenses: All expenses for instructor and participant materials, shipping, travel, honorarium, lodging and meals are the responsibility of Client. EduCode will pay the agreed upon Total Cost shown above.

Payment Terms: Client will invoice EduCode following the seminar. EduCode agrees to pay Client in full within 30 days of receipt of billing.

EduCode Billing and Mailing Address:

*EduCode International
 Attn: Neil Burning
 C/O Clark County Building Department
 4701 W. Russell Road, Las Vegas, NV 89118*

CLIENT RESPONSIBILITIES

Client agrees to provide:

1. The instructor shown above recognized as an expert in the subject matter as well as an experienced and skilled presenter.
2. All presentation materials (i.e. PowerPoint) needed to present the subject in a professional and effective manner.
3. All equipment necessary for presentation. (LCD Projector, Laptop, Speakers, TV's, etc.)
4. Textbooks or other appropriate educational material relative to the seminar. EduCode will not pay for any book(s) or handouts not listed above or agreed to in writing under the EduCode responsibilities.
5. EduCode has the right to use organizational name, logo and instructor name(s) in all EduCode marketing.

ADDITIONAL CLIENT RESPONSIBILITIES

Client further agrees:

1. To obtain lodging at the host hotel, The Orleans Hotel and Casino, for the duration of their engagement with EduCode. Instructors that do not stay at the Orleans will have their contract reduced at the rate of \$100 per day.
2. In the event of an instructor cancellation, the Client shall be responsible to provide a replacement instructor with equal qualifications and presentation abilities. Any additional costs incurred to provide the replacement instructor shall be the responsibility of the Client. Should a scheduled class be cancelled as a result of an instructor cancellation, the Client shall reimburse EduCode for all costs incurred that are directly associated to class, which may include registration fee refunds, classroom rental fees and presentation equipment rental fees.
3. In the event of an emergency cancellation the instructor shall contact the SNICC Chapter President, Neil Burning, 702-249-3593, as soon as possible, but not less than 2 hours prior to the scheduled start time of the class.

EDUCODE RESPONSIBILITIES

EduCode agrees to provide:

1. A room suitable for conducting the seminar set up in classroom style or in theater style.
2. Equipment:

EduCode will provide projection screen(s), tables, chairs, power, and wireless microphones in large classrooms (greater than 40 students). EduCode will not provide other equipment unless specifically included in this contract.

Audio/Visual Special Request: _____

3. Refreshments during breaks.
4. Lunch at the Hotel buffet on each day of the seminar for instructor.
5. Classroom Host to monitor and coordinate all classroom activities.
6. Attendance reporting.
7. Continuing Education Unit credits.
8. Certificates to students that qualify.
9. Printing services for handouts as follows:

Seminar Agreement

The seminar will be taught on the date(s) above unless mutually agreed otherwise.

EduCode reserves the right to cancel the scheduled seminar due to insufficient enrollment or an unforeseen event. A decision to cancel will be made no later than 10 working days prior to the starting date of EduCode. In the event of such a cancellation EduCode will reimburse Client for expenses such as shipping fees for books, pre-purchased airline tickets, and other agreed upon expenses. Copies of all invoices shall be submitted for reimbursement verification.

This signed agreement serves as the complete contract between the parties. No other agreement including verbal statements by either party is binding.

Authorized Signature - SNICC

Neil A. Burning

Printed Name

Date

Authorized Signature - Client

Printed Name

Date

Client Contact Information:

Name: _____
Organization/Company: _____
Address: _____
City: _____ ST: _____ Zip: _____
Phone: _____
Fax: _____
E-mail Address: _____

Instructor Contact Information:

Name: _____
Address: _____
City: _____ ST: _____ Zip: _____
Phone: _____
Fax: _____
E-mail Address: _____