

**Solution Tree, Inc.  
Purchase Agreement**

Effective August 3, 2018, Solution Tree, Inc. (“Solution Tree”) located at 555 N. Morton St., Bloomington, IN 47404 and Perris Union High School District (“Customer”) located at 155 E 4th St Perris, CA US 92570 and California Military Institute (“Customer”) located at 755 N A St Perris, CA US 92570 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services (“Products”). Additional Products may be added in a mutually agreed upon written Addendum.

<b>Products and Services</b>	<b>Total</b>
Onsite Professional Development for PUHSD & CMI	\$12,832.54 (PUHSD) \$1367.46 (CMI)
<b>Total</b>	<b>\$14,200.00</b>

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the “Purchase Order Due Date”). A non-refundable deposit of 20% of the Onsite Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

<b>Description</b>	<b>Payment</b>	<b>Expected Invoice Date</b>
20% Deposit (non-refundable)	\$2,840.00	Upon execution of Agreement
Onsite Professional Development	\$11,360.00	October 11, 2018

- 3. Onsite Professional Development**

- 3.1. Description of Services:** Solution Tree agrees to provide a speaker, Kenneth Williams (“Associate”), to disseminate information for Customer on the topic of *PLC at Work*® on October 11, 2018 to October 12, 2018.
- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

- 4. General Terms**

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to

entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

**4.2. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

**4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

**a. Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

**4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

_____	_____
Candace Reines	Date
Deputy Superintendent	
Perris Union High School District	

_____	_____
Ali Cummins	Date
Associate Director of Professional Development	
Solution Tree, Inc.	

Please email this Agreement to Michael Richter at michael.richter@SolutionTree.com or fax to 866.308.3135.

**CONTACT INFORMATION**

Please provide the following information.

**Who will be the contact person for the work?**

Contact: Charles Newman

Title: Assistant Superintendent

Phone: 951-943-6369 x81102

Email: charles.newman@puhsd.org

Cell #: 951-830-8980

Fax: 951-943-6799

**Who will receive and pay the invoices?**

Contact: Teresa West

Title: Accounts Payable

Phone: 951-943-6369 x80220

Email: teresa.west@puhsd.org

Fax: 951-940-5301

**Shipping Information (required for resource delivery)**

Shipping Contact:

Shipping Address: N/A

City, State, Zip:

Phone:

Delivery Date:

Delivery Times:

- Choose one:
- Do you have a Delivery Dock?
  - Do you have double doors (for pallet)?
  - Do you require inside delivery?