



# Training Confirmation Agreement

Prepared for  
**California Military Institute**

May 23, 2022



California Military Institute  
 755 North A Street  
 Perris, CA 92570

Thank you for selecting Capturing Kids' Hearts 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.

This agreement is between The Flippen Group, L.L.C. doing business as Capturing Kids' Hearts ("COMPANY" or "Capturing Kids' Hearts") and California Military Institute ("CUSTOMER"). 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**

Product	Date and Time
<p><b>Capturing Kids' Hearts 1™*</b>            One, 2 consecutive-day training session(s) for up to 50 participants per session.            Includes:</p> <ul style="list-style-type: none"> <li>• Access to the course training manual</li> <li>• Limited collection of foundational videos and resources in our online portal</li> </ul>	<p>August 1-2, 2022            8:00am-4:00pm            (with one hour break for lunch each day)</p>

**SECTION 2: TRAINING SET-UP SPECIFICATIONS**

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

- There are to be no more than 50 people per trainer because of group processes involved.
- As our training is a process, participants must attend all sessions consecutively and should not "come and go" to sessions. There are no make-up-days for training. Please invite participants who will be able to attend both days.
- A quiet and service-oriented facility should be selected for this type of training. We recommend that the training not be conducted on district or school properties.
- A meeting room should be selected that is at least 40' X 70' (or 2800 square feet) in size for every group of 50 people expected and should be set in a "Modified Chevron" shape (see appendix A) with no participant's back positioned toward the presenter.
- Each meeting room should allow space for two breakout sessions on the first day.
- Training cannot be in a long, narrow room.
- Each meeting room should comfortably seat all participants. Each meeting room should have comfortable chairs, good acoustics, and lighting that can be dimmed or brightened on demand.
- In order to provide a quality presentation, we will need the following pieces of equipment to be provided, set up, and tested for function in each meeting room prior to our arrival at training:
  - Speaker's table or podium
  - Registration table for check-in needs
  - 2 display tables inside the meeting room(s)

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- Post-it style flipchart pad with easel and selection of colored markers
- Wireless lavalier microphone
- Video projector, laptop, connections cables, remote, large screen and speaker system for both days
- Refreshments and light beverages need to be set up by CUSTOMER for the entire day for all participants (NO alcohol). Meals can be coordinated by CUSTOMER with facility or caterer of choice or left up to individuals on their own.

### SECTION 3: INVESTMENT

**Contract Fee:** Minimum of \$27,500.00

**Travel Fee:** \$1,900.00\*

**Additional charges (if applicable):** A \$400.00 fee will be charged per person over 50 participants (not to exceed 60). A \$27,500.00 fee will be charged if group size exceeds 60 people as another trainer will be needed and is subject to availability.

*\*Travel packages will be billed at rate of \$1,250.00 for one-day events, \$1,900.00 for two-day events and \$2,250.00 for three-day events (per trainer). Travel rates are subject to change. Travel expenses that Capturing Kids' Hearts has incurred and that must be cancelled as a result of rescheduling or cancelling of a service without two weeks' notice, may result in an extra charge to your organization.*

### SECTION 4: PAYMENT POLICIES

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable), will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

### SECTION 5: EVENT CONFIRMATION

- Both parties will consider this program confirmed upon the signing of this agreement prior to June 16, 2022. Upon execution of this Agreement, Capturing Kids' Hearts will reserve your function at the exclusion of all other business opportunities.
- CUSTOMER grants Capturing Kids' Hearts permission to contact its employees and or faculty members via email.

### SECTION 6: RESCHEDULING/CANCELLATION POLICY

- Capturing Kids' Hearts 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 CUSTOMER notify Capturing Kids' Hearts 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

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actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

**SECTION 7: INTELLECTUAL PROPERTY POLICY**

- Capturing Kids' Hearts intellectual property is a crucial part of providing training materials and consulting services to its clients and Capturing Kids' Hearts could not continue its work if its clients did not honor and respect the COMPANY'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 Capturing Kids' Hearts 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 Capturing Kids' Hearts. 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 Capturing Kids' Hearts. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect Capturing Kids' Hearts intellectual property.
- Video and/or audio taping is strictly prohibited without prior written approval by Capturing Kids' Hearts.
- Media representatives are not allowed to attend training without prior written approval by Capturing Kids' Hearts.

**SECTION 8: CONFIRMATION**

I have read and understand the policies of Capturing Kids' Hearts 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: \_\_\_\_\_  
(CUSTOMER's Authorized representative)

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

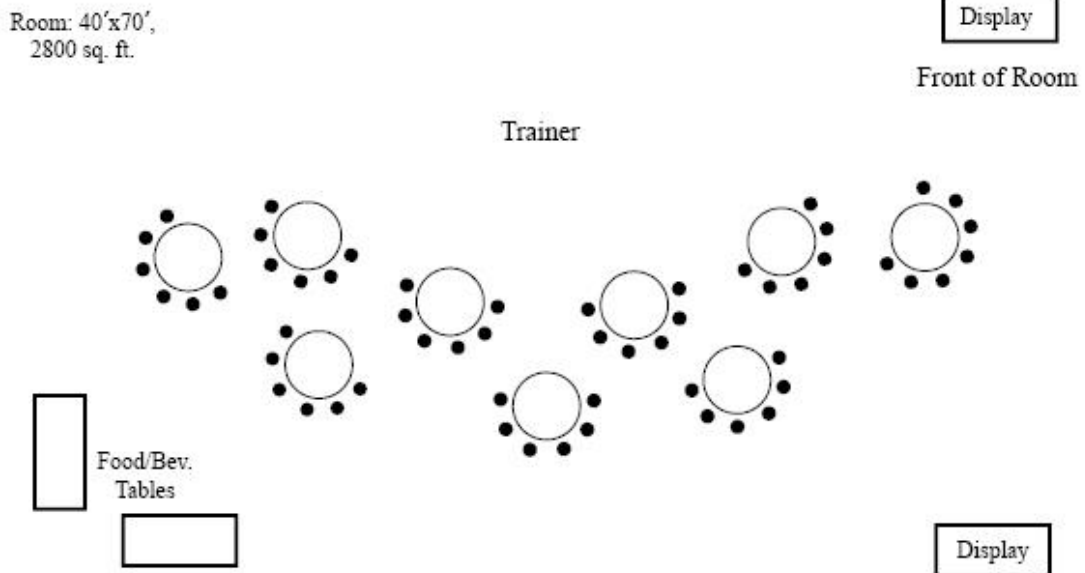
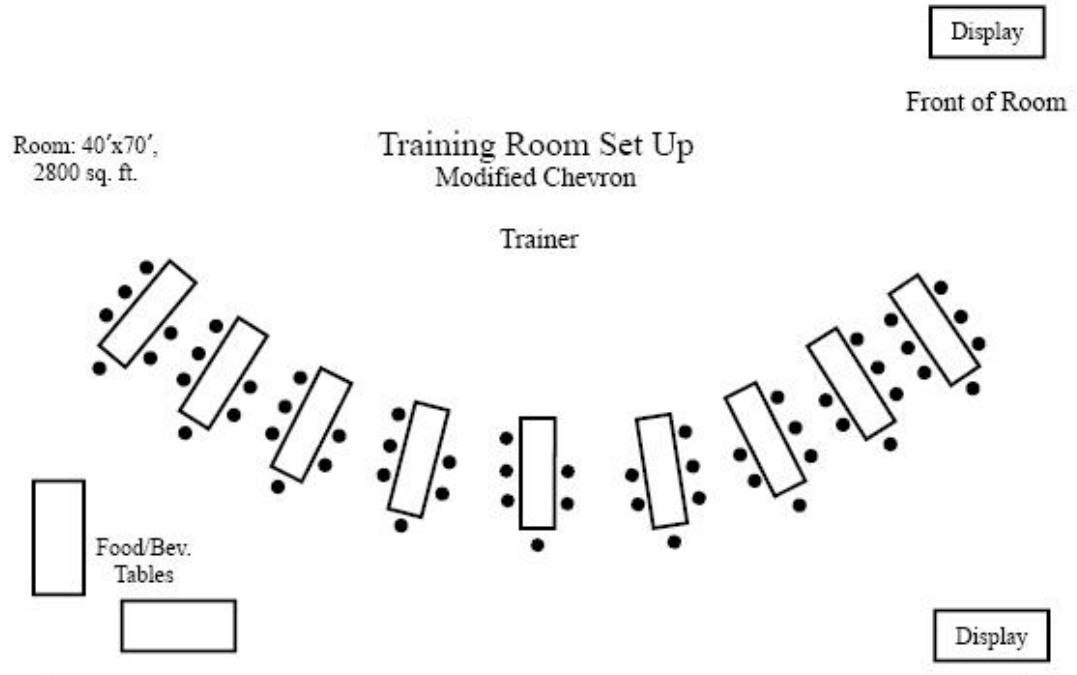
**SECTION 9: CONTACT US**

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

Capturing Kids' Hearts  
Attn: Angie Shoffner  
Angie.Shoffner@capturingkidshearts.org  
1199 Haywood Drive  
College Station, TX 77845  
Phone: 800-316-4311  
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**APPENDIX A**



Please choose based on table type availability or if both table types available, please choose based on room shape/size to maximize walking/movement space for both the facilitator and participants.

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