



Solution Tree Purchasing Agreement

Effective January 9, 2017, Solution Tree, Inc. (“Solution Tree”) located at 555 N. Morton St., Bloomington, IN 47404 and Perris Union High School District (“Customer”) located at 1151 North A Street Perris, CA US 92570 agree as follows:

1. Product Summary

1.1. Products: Customer shall purchase the following Solution Tree products and services (“Products”). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Product	Amount
Professional Development Services	\$13,000.00
Total	\$13,000.00

2. Professional Development Services

- 2.1. Description of Services:** Solution Tree agrees to provide a speaker, Luis F. Cruz (“Associate”), to disseminate information for Customer on the topic of *Professional Learning Communities* on August 3, 2017 to August 4, 2017.
- 2.2. Reproducibles:** Customer is responsible for the reproduction of all handouts and other print materials related to the services, and Customer will notify the Associate directly of any deadlines for reproduction.
- 2.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment and technical support for all sessions.
- 2.4. Recording of Presentation:** All audio, video, and digital recording of the services is prohibited.
- 2.5. Rescheduling:** If events beyond the parties’ control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.

3. Payment Terms

3.1. Invoicing and Purchase Orders: Upon execution of this Agreement, CUSTOMER WILL PROVIDE SOLUTION TREE WITH A PURCHASE ORDER FOR THE FULL AMOUNT DUE UNDER THIS AGREEMENT. Solution Tree will invoice Customer off of this purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$2,600.00	Upon execution of contract
Professional Development	\$10,400.00	08-04-2017

3.1.1. The total includes all travel, lodging, and other incidental expenses. All payment terms are net 30 days from the actual date of invoice. All late payments are subject to a finance



charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington, IN 47404.

4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate own 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 shall 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.
- 4.2. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order within 30 days of the effective date of this Agreement.
- 4.2.1. Cancellation:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reasons but Force Majeure, Customer shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.
- 4.3. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. All obligations unaffected by such an event shall remain in place.
- 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 shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default of breach of the same or a different kind.
- 4.5. Offer Valid:** The pricing set forth in this Agreement shall be valid for 14 days from the effective date listed above.

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

Nick Newkirk
Director of Purchasing
Perris Union High School District

Date

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

Date



Please fax or email this agreement to: Diane von Foerster
Fax: (866.308.3135)
Email: diane.vonfoerster@SolutionTree.com



CONTACT INFORMATION

Please provide the following information:

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Shipping Information *(required for resource delivery)*

Shipping Contact: _____

Shipping Address: _____

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?