

Creative Leadership Solutions Purchasing Agreement

Creative Leadership Solutions, LLC ("CLS") located at 77 Sleeper St, 2nd Floor, Boston, Massachusetts 02210 and Mid-Ohio ESC located at 890 West Fourth St. Mansfield, Ohio 44906.

Created February 1, 2023

1. Product Summary

- 1.1. Products:** Customer shall purchase the following CLS products and services ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Product
Professional learning on August 3, 2023: Fearless Schools, Fearless Coaching and Fearless Grading
200 Copies of Fearless Schools
This includes a year of virtual follow up and implementation support via phone, email, and video conference
Total Amount: \$30,562
This amount is all-inclusive of all travel, lodging, and other expenses

2. Professional Development Services

Description of Services: CLS agrees to provide professional learning for the above services on the following dates: August 3, 2023

- 2.1. 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.
- 2.2. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment and technical support for all sessions.
- 2.3. Recording of Presentation:** All audio, video, and digital recording of the services is prohibited.
- 2.4. 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:** CLS will invoice the Customer based on the following schedule:

Description	Payment	Expected Invoice Date
Books	\$4,662	After all 200 books are received at Mid-Ohio ESC, 890 West Fourth
Professional Learning	\$25,900	August 3, 2023

4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that CLS 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. CLS 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 CLS.
- 4.2. Termination:** CLS may terminate this Agreement if CLS 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 CLS 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. Assignability:** In the event that CLS shall be sold to, merged with, or consolidated into, any other corporation or entity, or in the event that it shall sell and transfer substantially all of its assets to another corporation or entity, the terms of this Agreement shall inure to the benefit of, and the obligations will be assumed by the corporation or entity resulting from such sale, merger, or consolidation, or to which the assets of CLS shall be sold and transferred. This Agreement shall not be assignable by Customer nor shall Customer subcontract or delegate its obligations hereunder without the express written consent of CLS (which consent may be withheld, conditioned, or denied in its absolute and sole discretion).
- 4.5. 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 or breach of the same or a different kind.
- 4.6. 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 CLS:

_____	_____	<i>Lauren Mahoney</i>	<i>2-01-2023</i>
	Date		Date
		Creative Leadership Solutions	
		Director of Operations	

Please scan and email this agreement to: Creative Leadership Solutions,
Service@CreativeLeadership.net

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: _____