

THE NCHERM GROUP LLC



CONSULTING SERVICES AGREEMENT

This contract documents the agreement between The Association of Florida Colleges (hereinafter Association) and The NCHERM Group LLC (hereinafter NCHERM), to be known collectively as "the parties." This contract consists of a cover page, Standard Terms and Conditions, and no additional pages.

The parties agree to the following:

Brian Van Brunt of NCHERM will provide Association with a two-day Behavioral Intervention team (BIT) Foundations Certification Course from 9:00AM to 4:30PM each day on July 10th and July 11th 2018. Each participant in the training will be provided a personalized document of certification (certificate) provided electronically by The NCHERM Group clearly endorsed and recognized by the National Behavioral Intervention Association (NaBITA).

The dates of performance under this contract are:

07/10/2018 and 07/11/2018.

The location of the performance shall be:

Daytona State College in Daytona Beach, FL, or another location as determined by the Association.

The Association will pay a minimum fee to NCHERM of \$35,400.00

Other Payment Terms:

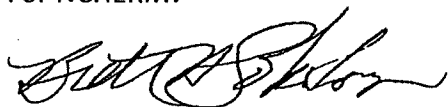
NCHERM will provide training under one contract with Association, for the minimum amount of \$35,400 for up to 59 people. Association is welcome to enroll additional attendees to participate in the training at a rate of \$600 per person. For any additional registration fees of \$600 per attendee collected beyond the minimum contract amount of \$35,400.00 (59 people) the Association will keep 25% (\$150) per attendee. The remaining amount of the registration fee(s) (\$450) will be paid to The NCHERM Group in addition to the minimum fee.

Association will present NCHERM with one check including the minimum fee plus 75% of each registration fee collected by the Association in excess of \$35,400.00. An auditing of the additional attendees over the 59 minimum shall be provided to NCHERM upon completion of the training.

Other terms: An itinerary will be agreed upon by the parties in advance and is incorporated into this agreement by reference. The Association will return this contract signed on or before Tuesday, April 3rd 2018. Please mail all payments (deposit and balance) to 1109 Lancaster Avenue, Berwyn, PA 19312.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

For NCHERM:



Signature

Brett A. Sokolow, J.D.

Name and Title

1109 Lancaster Avenue

Berwyn, PA 19312

610-993-0229

Telephone Number

610-993-0228

Fax

03/27/18

Date

For ASSOCIATION:



Signature

Michael Brower, CEO

Name and Title

1725 Mahan Dr.

Address

Tallahassee FL 32308

Address

850 222 3222

Telephone Number

3/27/18

Date

Standard Terms and Conditions

1. This Contract may be modified only by a written amendment that has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
2. The Association may terminate this Contract without penalty by giving NCHERM written or emailed notice at least sixty (60) days prior to the date(s) of performance. If the Association terminates less than sixty (60) days prior to the date(s) of performance, NCHERM shall be entitled to receive equitable compensation for satisfactory work completed as of the termination date or loss of revenue incurred by the date(s) of performance and at minimum will retain any deposits rendered as liquidated damages.
3. The Association may reschedule the period of performance without penalty by giving NCHERM written or emailed notice at least sixty (60) days prior to the date(s) of performance.
4. If NCHERM fails to perform properly its obligations under this Contract or violates any term of this Contract, the Association shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services.
5. The Association shall have no liability except as specifically provided in this Contract.
6. NCHERM shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
7. This agreement represents the full and complete contract between the parties and is integrated on its face.
8. This contract supersedes and replaces any previous contracts between the parties with respect to the work to be performed under the terms of this contract.
9. In the event of an Act of God (e.g. inclement weather, destruction of facilities, illness, and the like), NCHERM and Association will in good faith attempt to fully perform this agreement. However, in the event that an Act of God prevents performance by either or both parties, both parties agree to make good faith efforts to reschedule the consulting program at a mutually acceptable later date. Association agrees to compensate NCHERM on the date of the originally scheduled consulting program as per the terms of this contract and at that time to compensate NCHERM for half the amount of any additional travel and/or expenses related to rescheduling.
10. The terms of this Agreement are independently valid. Any invalid term may be severed without invalidating the remaining clauses.
11. Association agrees to indemnify Brian Van Brunt, Brett A. Sokolow, and NCHERM, and hold them harmless in any and all legal actions arising out of reliance upon the advice given by NCHERM's agents during their visit to Association. Association recognizes that under the terms of this agreement, NCHERM is not providing legal advice or acting in the capacity of legal counsel, and that Association should consult its attorneys before acting upon any advice or suggestions made by NCHERM's employees in the course of their consulting programs. This indemnification does not extend to acts of gross negligence or recklessness by NCHERM or its employees, or to any intentional tort under the laws of the state by which this contract is governed.
12. Not all consultants of The NCHERM Group, LLC are practicing attorneys. Some are Association administrators, psychologists, or attorneys who function in consulting roles and do not maintain current bar admission. This agreement is for consulting services, not for

retention of legal counsel. If a privileged relationship is desired, the agreement must be revised to expressly provide for it.

13. NCHERM consultants are retained for the purpose of providing a training or presentation program and to provide expert consulting advice to clients. NCHERM does not control and is not responsible for the actions of presenters outside the training hours and/or beyond the expertise they are contracted to provide to clients. Consultants are not authorized to act as agents of NCHERM outside of the contracted hours, audiences and areas of expertise specified in the agreement.
14. Waiver of any term of this contract by NCHERM constitutes a single event of waiver of that term and shall not be construed to constitute waiver of that or any other term at any future date.
15. PRECONDITION OF PERFORMANCE. Association must pay NCHERM on the date of the consulting program. NCHERM's agents will not perform unless this condition is met or waived at least 48 hours before the date of the consulting program. Please mail cheque to The NCHERM Group at 1109 Lancaster Avenue, Berwyn, PA 19312 by the date of the program.
16. TAXES. Association is liable for payment to NCHERM of the total amount of our fee, irrespective of state entertainment taxes or other withholding. In the event Association is required to withhold state income or entertainment taxes, amend the contract amount accordingly to reflect the addition of the state tax amount to our fee, and alert NCHERM if Association is required to withhold or will be withholding state tax.

The NCHERM Group • 1109 Lancaster Avenue • Berwyn, PA 19312

www.ncherm.org

Tel. 610.993.0229 • Fax. 610.993.0228