



- 6.4 Upon termination or expiration of this Agreement, Red Cross will immediately cease delivery of Classes and the Customer will be responsible for payment for all fees and reimbursable expenses incurred up until such termination or expiration date.
- 6.5 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under section 9.1, below, will also survive any expiration or termination of this Agreement.

7.0 Force Majeure.

Notwithstanding anything in this Agreement to the contrary, no Party will be liable to the other for any loss or damage arising as a result of breach, non-performance or partial performance of its obligations under this Agreement (except for the obligation to pay money when due) due to any cause beyond that Party's reasonable control and without its fault or negligence, including but not limited to any delay or failure caused by failure, unavailability or shortage of power, materials or supplies, flood, fire, storm, other abnormally inclement weather, act of war, terrorism, riot, act or omission of government or governmental agency, strike, work stoppage, other labor unrest, inadequate voluntary donations required for the rendering of the services, other act or omission in the process of manufacture, production or supply under the control of third parties, or any other emergency.

8.0 Notices. Each Party's contact for notices and billing under this Agreement is listed on Appendix A.

9.0 Confidentiality and Intellectual Property.

- 9.1 Except as required by applicable law or otherwise provided herein, each Party will maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 9.2 Neither Party may use the other Party's name, trademarks or other intellectual property in marketing materials, press releases, presentations, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.

10.0 Miscellaneous.

- 10.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer will promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 10.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any association, partnership, franchise, or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party will be, or will be deemed to be, the employee, agent or servant of the other Party, and each Party will be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 10.3 Assignment. Neither Party's rights under this Agreement may be assigned, or its obligations delegated, in whole or in part without the prior written consent of the other Party; provided, however, that Red Cross's use from time to time of Instructors who are volunteers or employees of third parties to furnish Course instruction under this Agreement does not constitute a delegation of Red Cross's obligations under this Agreement and will not require Customer's advance consent. Any attempted assignment or delegation in violation of the foregoing will be null and void.



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Training Services Full Service Training Agreement

- 3.4 Customer may elect to have invoices delivered electronically to one (1) email address. Customer will provide Red Cross a single valid email address for electronic invoice delivery. Customer will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. Customer understands that Customer will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 3.5 If Customer desires that invoices issued by Red Cross reflect Customer-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the scheduling of a Class or the purchase of an e-learning Course; it being understood that under no circumstance will the absence of a customer-issued purchase order number on any invoice excuse Customer's timely payment of that invoice.
- 3.6 To pay an invoice by credit card, or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the Customer account name, number and invoice number and send to:

American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256

- 3.7 If Customer desires that Red Cross use Customer's vendor payment portal, Red Cross will not be obligated to pay Customer or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. Customer will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 3.8 If Customer has account balance or invoice questions or concerns, immediately upon receipt of invoice, Customer may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 3.9 Customer warrants that as of the date of this Agreement, it has no overdue balances with the Red Cross.

4.0 Class Cancellation and Rescheduling.

A Class may be rescheduled or canceled without charge if Red Cross is notified at least three (3) business days in advance of the scheduled Class time. Red Cross is authorized to charge a \$120.00 cancellation fee for each occurrence of the Customer rescheduling or canceling a Class with fewer than three (3) business days' notice.

5.0 Instructor Expenses.

If the Red Cross incurs unusual expenses ("Expenses") associated with conducting a Class, the Red Cross may request reimbursement for the Expenses (e.g. instructor mileage to a remote location or overnight lodging, or accommodations for students with disabilities). The Expenses must have prior written approval from each of the Parties and will be invoiced to Customer.

6.0 Term and Termination.

- 6.1 This Agreement will be effective as of the Effective Date listed above and ends on the earlier of (i) the date on which Classes sufficient to accommodate the number of students listed in Appendix B are completed, (ii) the date that is twelve (12) calendar months from the Effective Date, or (iii), the date on which this Agreement is terminated in accordance with sections 6.2 or 6.3 below. Access to e-learning Courses will expire in accordance with the applicable terms of use for those Courses.
- 6.2 Red Cross may immediately terminate this Agreement if Customer breaches this Agreement.
- 6.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.



Instructor Trainer 2 (11-20 students)

Instructor Trainer 3 (21-30 students)

- C. Non-standard Classes: Classes that have unique instructor to student ratios are Bloodborne Pathogens (1:25, with a minimum of 20 students); and Emergency Medical Response, Babysitting Training, Wilderness and Remote First Aid, and Lifeguarding (1:10, with a minimum of 8 students). Please refer to the Confirmation for number of Instructors assigned.

Any additional fees are outlined on [Appendix B](#). If a public health emergency or other external event occurs that requires or reasonably warrants changes to the number of participants in a Class, Red Cross may alter any or all of the Class minimums set forth above for a period of time, in its discretion. Any such alteration will not require an amendment to this Agreement and will be communicated to Customer when Classes are scheduled and documented in the corresponding Confirmation(s). Customer acknowledges that certain classes may require Customer's purchase of additional items, either through the Red Cross or a third-party supplier, the cost of which items is not included under this Agreement. Red Cross will advise Customer in advance if any such items are required for a Course. Customer further acknowledges that certain Courses listed in [Appendix B](#) may be limited in availability from time to time, and therefore not available in all locations.

- 2.5 Update the number of participants, as needed, at least three (3) business days before the Class date; provided, however, that if additional Instructors or Instructor Trainers are required due to increased class size, Red Cross will schedule one or more additional Classes if needed to preserve the ceiling, noted in section 2.4 above, based on the number of students who may attend the Class.
- 2.6 Comply with, and communicate to Class participants, any requirements for Course participation which may be communicated by Red Cross to Customer from time to time, including (by way of example rather than limitation) health and safety precautions and active participation and certification requirements.
- 2.7 Provide classroom facilities for each Class having clean, safe and otherwise adequate space for participant seating and to practice Course skills, and adequate audiovisual training equipment. If the Customer does not have standard audiovisual training equipment, it will notify the Red Cross point of contact when the Class is scheduled.
- 2.8 Ensure that students are on time to Class and engaged and present for the entire Class, it being understood that students who do not adequately participate, are not present for the entire Class, or otherwise fail to meet Course objectives, will not be certified.

3.0 Fees and Invoicing.

- 3.1 Customer will pay a per person fee for each student attending each Class, and will pay for at least the minimum number of students per instructor stipulated under Section 2.4 above. (For example, in the case of a Standard Basic Level Class, which has a minimum of eight (8) students and a maximum of twelve (12) students per instructor, if only six (6) students attend training, Customer will pay for eight (8) students). For e-learning Courses, Customer will pay a per person fee for each seat Customer purchases.
- 3.2 Customer will be invoiced.
- 3.3 Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collections agency. In such an event, Red Cross will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. Customers with high credit risk or late payments may also result in the suspension or termination of Customer's invoicing privileges at Red Cross's sole discretion. If invoicing privileges are suspended or terminated, Red Cross will not deliver Classes until the account(s) is in a current status with no outstanding invoices.



Training Services

Full Service Training Agreement

Full Service Training Agreement

This **Full Service Training Agreement** ("Agreement") is made by and between The American National Red Cross ("Red Cross") and Lexington Fayette Urban County Government, Division of Parks & Recreation ("Customer"), together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), in order for Red Cross to provide training courses as listed on Appendix B (each a "Course" and together the "Courses") by Red Cross-certified instructors ("Instructors") to Customer's employees, members and/or volunteers.

1.0 Red Cross Responsibilities. The Red Cross will:

- 1.1 Provide instruction in the Courses and provide students with materials and access to equipment necessary for such instruction at the fees listed on Appendix B (the "Fees").
- 1.2 For each in-person Course scheduling instance ("Class"), confirm the date, time and location of the Class in a Confirmation, as defined in Section 2.4 below.
- 1.3 Provide the number of Instructors necessary to achieve the applicable student/teacher ratio set forth in Section 2.4.
- 1.4 Provide written confirmation of Class dates, times, locations and any related changes to the Customer.
- 1.5 Issue digital certificates, as applicable, for each Course participant who successfully completes all Red Cross Course requirements and provides a valid, unique email address.

2.0 Customer Responsibilities. The Customer will:

- 2.1 Cooperate with the Red Cross in scheduling training on dates and at times and locations that are mutually acceptable to both Customer and Red Cross.
- 2.2 Only schedule Classes to be conducted, and otherwise perform under this Agreement, within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to solicit, deliver services and provide program support within the U.S. Customer will only permit its personnel within the United States to take online-only Courses ("e-learning Courses").
- 2.3 Contact the Red Cross' point of contact no fewer than ten (10) business days prior to any desired Class date to request training on that date. Requests will include the name and telephone number of a Customer point of contact for each Class location.
- 2.4 Identify the number of people to be trained at the relevant location(s) on each requested date. For each Class, Customer will receive an email confirmation from Red Cross (each a "Confirmation") confirming the Class details.
 - A. Standard Basic Level Classes: In order to maintain a sufficient Instructor to student ratio, one Instructor will be assigned for every twelve (12) students listed on the Confirmation for each Class session. Customer will be charged a per person fee as indicated on Appendix B for each student attending, but no less than the minimum number of students for each assigned Instructor as listed below and continuing in multiples of twelve (12), as applicable:
 - Instructor 1 (8-12 students)
 - Instructor 2 (13-24 students)
 - Instructor 3 (25-36 students)
 - B. Instructor Classes: At least one Instructor who trains instructor candidates (an "Instructor Trainer") will be assigned for every ten (10) instructor candidates listed on the Confirmation for each Class session. Customer will be charged a per person fee as indicated on Appendix B for each instructor candidate, but no less than the minimum number of instructor candidates for each assigned Instructor Trainer as listed below and continuing in multiples of ten (10), as applicable:
 - Instructor Trainer 1 (3-10 students)



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American Red Cross

Training Services
Full Service Training Agreement

Full Service Training Agreement

This **Full Service Training Agreement** ("Agreement") is made by and between The American National Red Cross ("Red Cross") and ~~Lexington Fayette Urban County Government, Division of Fire & Rescue~~ other effective as of the last date of signature set forth below ("Effective Date"), in order for Red Cross training courses as listed on Appendix B (each a "Course" and together the "Courses") by Red Cross instructors ("Instructors") to Customer's employees, members and/or volunteers.

1.0 Red Cross Responsibilities. The Red Cross will:

- 1.1 Provide instruction in the Courses and provide students with materials and access to equipment for such instruction at the fees listed on Appendix B (the "Fees").
- 1.2 For each in-person Course scheduling instance ("Class"), confirm the date, time and location via a Confirmation, as defined in Section 2.4 below.
- 1.3 Provide the number of Instructors necessary to achieve the applicable student/teacher ratio as set forth in Section 2.4.
- 1.4 Provide written confirmation of Class dates, times, locations and any related changes to the Customer.
- 1.5 Issue digital certificates, as applicable, for each Course participant who successfully completes Course requirements and provides a valid, unique email address.

2.0 Customer Responsibilities. The Customer will:

- 2.1 Cooperate with the Red Cross in scheduling training on dates and at times and locations that are acceptable to both Customer and Red Cross.
- 2.2 Only schedule Classes to be conducted, and otherwise perform under this Agreement, within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to solicit, deliver and provide program support within the U.S. Customer will only permit its personnel within the United States to take online-only Courses ("e-learning Courses").
- 2.3 Contact the Red Cross' point of contact no fewer than ten (10) business days prior to any desired date to request training on that date. Requests will include the name and telephone number of a designated point of contact for each Class location.
- 2.4 Identify the number of people to be trained at the relevant location(s) on each requested date. For each Class, Customer will receive an email confirmation from Red Cross (each a "Confirmation") containing Class details.
 - A. Standard Basic Level Classes: In order to maintain a sufficient Instructor to student ratio, a minimum of one instructor will be assigned for every twelve (12) students listed on the Confirmation for each Class session. Customer will be charged a per person fee as indicated on Appendix B for each student attending a Class, less than the minimum number of students for each assigned Instructor as listed below arranged in multiples of twelve (12), as applicable:
 - Instructor 1 (8-12 students)
 - Instructor 2 (13-24 students)





**American
Red Cross**

**Training Services
Full Service Training Agreement**

10.4 Governing Law. The Contract is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.

11.0 Entire Agreement and Modifications.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement, or similar document), and each Party hereby rejects all such additional or different terms and conditions.

The Parties, acting through their duly authorized officers, have executed this Agreement, which will come into force as of the Effective Date.

Customer Name: Lexington Fayette Urban County Government	The American National Red Cross
Customer Signature: <i>Linda Horton</i>	Red Cross Signature: <i>Mark Jones</i>
Name: Michael Thomas	Name: Mark Jones
Title: Mayor	Title: Strategic Account Executive
Date: 3/3/2021	Date: 12/4/2020



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Appendix B – Course Fees

Product Code	Product	Quantity*	Sales Price (each)
FS-HSSSFA801-BL	First Aid/CPR/AED Instructor-BL	3	0.00
FS-HSSSFA801-BL-PSCF	Per Student Course Fee	3	280.00
Delivery Fee	On site course delivery fee	1	150.00

* Note: Quantities are estimates. See Confirmation for number of instructors assigned for each Class. In addition to the per person fees, each Class will be assessed an on-site course delivery fee at the rate listed above. Courses which require eight (8) or less hours of training cannot be divided over multiple days. For blended learning sessions, only one (1) on-site course delivery fee will be charged per day for a maximum of three (3) consecutive skill sessions per day in the same location.

