

INDEPENDENT TRAINER AGREEMENT

This agreement is entered into this _____ between (hereinafter "Training Provider")

Insert Date

_____ at _____

Insert Instructor Name or Business Name

Insert Instructor/Business Address

and _____ (hereafter "Company") at

Insert Training Company Name

Insert Training Company Address

1) **Purpose:** The above parties hereby enter into this agreement under which Training Provider will provide instructional services to Company on an independent contractor basis subject to the following terms and conditions.

2) **Engagement, Time and Location of Services:** Training Provider hereby agrees to teach the course(s) listed below:

Engagement

Contract Number _____

Dates of Service Start _____ End _____

Instructor Name _____

Facilities Address _____

Company Contact Name _____ Phone _____

Course Description _____

Class Hours Arrive _____ Depart _____

3) **Services:** Training Provider agrees to provide contract training services for The Company as described above. The Training Provider is responsible for obtaining and maintaining any required certification(s) for the course(s) named in section 2. If the Training Provider's certification status is misrepresented, this agreement will be cancelled automatically and immediately, and any monies due to the Training Provider will be forfeited. The Training Provider is responsible for the submission of all rosters, evaluations, and any other class completion documents required by the Company. The Company shall be responsible for providing equipment and courseware required by the course(s) named in section 2.

4) **Fees and Remuneration:** Upon completion of the services described in Paragraph 2, Company shall pay Training Provider the total sum of \$ _____.00 per day plus expenses as outlined in this agreement. Invoices will be sent within 5 business days of the last day of class and are due and payable to Training Provider within _____ of receipt by the Company. If payment is not received by Training Provider within 30 days, the Company will reimburse the Training Provider for all reasonable legal and other expenses incurred in the collection of the late payment. Training Provider will be reimbursed for reasonable expenses as follows:

Air Fare: _____ Fixed Amount:

Local Travel/Rental Car: _____ Fixed Amount:

Lodging: _____ Fixed Amount:

Per Diem: _____ Fixed Amount:

Other:

Reasonable expenses for the purposes of Actual Reimbursement are defined as the following:

Air Fare: Lowest available fare with up to one stop.

Local Travel/Rental Car: Lowest rate mid-sized rental car or actual reimbursement for cab fair.

Lodging: Lowest priced 3 star hotel, as rated by AAA.

Per Diem: \$30 per day, unless otherwise noted.

- 5) **Cancellations:** If Company cancels, terminates or reschedules for any cause less than ten (10) business days from the class dates listed in Paragraph 2 are to commence, Company will pay Training Provider 50% of total instructional service fees and 100% of non-refundable travel expenses incurred. If Company cancels, terminates or reschedules for any cause less than five (5) business days from the class dates listed in Paragraph 2 are to commence, Company will pay Training Provider 75% of total instructional service fees and 100% of non-refundable travel related expenses incurred. In the event the Training Provider cancels this agreement with less than 10 business days notice, the Training Provider will be responsible for any additional costs for professional fees and travel related expenses the Company incurs in the securing of a replacement Training Provider. Neither the Training Provider nor the Company shall be held responsible for cancellations due to State of Emergency Conditions, inclement weather related conditions, or other circumstances beyond the reasonable control of the parties.
- 6) **Non-Competition and Non-Solicitation:** During the term of this agreement, and thereafter for a period of one year, the Training Provider and/or its assigns shall not solicit any engagement that directly competes with services offered by the Company during the period of this agreement, either for its own account, or as a partner, shareholder, officer, director, employee, or agent of any company, with clients that it comes into contact as a result of worked performed for the Company, unless the Training Provider can show a prior working relationship with that client. These services include: Training (instructor led, online, or computer based), computer consulting services, hardware sales and support. In the event of breach of this section, the Company shall be entitled to obtain an injunction restraining the commitments or continuance of the breach, as well as any other legal or equitable remedies permitted by law and shall not be required to post an injunction bond
- 7) **Confidentiality:** During the term of this agreement, and thereafter for a period of five years, the Training Provider shall not, without the prior written consent of the Company, disclose to anyone other than attorneys, accountants, employees, or financial advisors any Confidential Information of the Company. For the purposes of this agreement, "Confidential Information" shall include the Company's proprietary and confidential information including, but not limited to, the terms and scope of this agreement, client lists, marketing materials not readily available to the public, and any non-public financial information
- 8) **Independent Contractor:** Nothing in this agreement shall in any way be construed to constitute Training Provider as an agent, employee, or representative of the Company. Company is not responsible for withholding or paying federal, state, or local income tax, FICA, unemployment, or other similar taxes nor liability, workman's compensation or other similar insurance.
- 9) **Controlling Law:** This agreement shall be governed by the laws of the state listed as the address of the Company. Any disputes arising out of this agreement shall be settled in the state and county of the Company's address, as stated in this agreement.
- 10) **General Provisions.**
 - a) **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient, if in writing and personally delivered, Faxed, or sent by certified mail, return receipt requested, to the addresses listed above, or to such other address as either party may designate to the other party in the manner above provided.
 - b) **Entire Agreement.** This agreement, including the exhibits hereto, contains the entire agreement and understanding between the parties as to the subject matter of this agreement. No prior or contemporaneous obligations, conditions, warranties, or representations shall create binding obligations upon either party except for those expressly set forth herein. This agreement may not be changed or altered except by a written agreement signed by both parties.
 - c) **Survival.** The provisions of this agreement which by their nature ought to survive the termination or expiration of this agreement, shall so survive. 11). **Severability:** If any provision of this agreement shall be determined to be null and void or otherwise legally unenforceable, the remaining provisions of this agreement shall remain in full force and effect.

Training Provider

Company

Signed By: _____

Signed By: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____