

**Solution Tree, Inc.
Purchase Agreement**

Effective 4/8/19 Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Sylvan Union Elementary School District ("Customer") located at 605 Sylvan Ave Modesto, CA 95350 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
16 Event Registrations to SD Culture Keepers @ \$669/seat	\$10,704.00
1 Event Registrations to SD Culture Keepers @ \$0/seat	
Total	\$10,704.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement by April 30, 2019 (the "Purchase Order Due Date"). All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
Event Registrations	\$10,704.00	April 30, 2019

3. **Event Registrations:** Customer will purchase 16 registrations for the Culture Keepers: Principal Leadership in a PLC at Work Institute in San Diego, CA on June 18-20, 2019 for \$669 per registration and 1 registration for \$0 per the Event Manager Promotion. Solution Tree will process Event Registrations upon receipt of a purchase order or full payment. If Event Registrations become unavailable prior to Customer providing Solution Tree with a purchase order or full payment, then Solution Tree will have the right to terminate the provisions of this Agreement regarding Event Registrations. Customer will submit a Multiple Registration Form (Exhibit A) with the names of all attendees by April 30, 2019. Any substitutions must be submitted in writing via email (Registration@SolutionTree.com) or fax (866.390.4161).

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns 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 will 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. All audio, video, and digital recording of the services by Customer is prohibited.

- 4.2. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- 4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- a. Event Cancellations:** All event cancellations will be handled by the Cancellations and Substitutions policy outlined at <https://www.solutiontree.com/customer-service/event-registrations>.

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 will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

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

Debra Hendricks
Superintendent
Sylvan Union Elementary School District

Date

Joan Brooks
Vice President
Solution Tree, Inc.

Date

Please email this Agreement to Mike Stanczak at Michael.stanczak@solutiontree.com