

**Workshop Presentation
Trainer, Elizabeth Sautter)**

**THE
ZONES OF
REGULATION®**

Agreement (Collaborative

This agreement is made and entered into as of August 7, 2019 between **Kuypers Consulting, Inc.**, a Minnesota corporation, with an address of 5532 Park Ave., Minneapolis, MN 55417, Elizabeth Sautter (hereinafter referred to as the PRESENTER), and **Sylvan Union School District**. (hereinafter referred to as HOST). **This contract must be returned within one week of received date to secure date offered by Kuypers Consulting Inc.** HOST and Kuypers Consulting, Inc. shall mutually agree on the following:

A. Kuypers Consulting Inc. is to provide the following:

1. One XX hour staff development/training titled: *"The Zones of Regulation: A Concept to Foster Self-Regulation and Emotional Control"* from 08:00 a.m. on 2:30 p.m. on September 19, 2019 on-site at the **District Office** located at **605 Sylvan Ave Modesto, CA 95350**.
The HOST is free to open the presentation up to public and charge a reasonable rate for attendance as determined by the HOST
2. Prior (allowing time to print) to the presentation Kuypers Consulting will provide an electronic copy of program materials/handouts to the HOST for printing/distribution for each workshop participant.
3. Kuypers Consulting will provide if requested an electronic copy of a "certificate of completion" and agenda to the HOST to reproduce. Please Note: Kuypers Consulting Inc. is not a provider of AOTA, ASHA or any other professional organization CEU's.
4. PRESENTER will bring her own computer for the presentation.
5. Kuypers Consulting Inc. does not grant Video and/or Audio capture of this presentation unless discussion related to archiving this presentation has taken place prior to constructing this agreement.
6. Kuypers Consulting Inc. will submit an invoice to the HOST upon contract being signed by both parties for down payment/presentation fee.
7. Kuypers Consulting Inc. will advertise and link the presentation to her website, www.zonesofregulation.com as per the request of the host.

B. HOST is to provide the following:

1. **Compensation in the amount of \$5000 USD.** This amount is inclusive of:
 - a. Presentation Fee
 - b. Travel/lodging/incidentals
 - c. Compensation will be divided between 2 payments. A down payment minimum of \$1000 is due within 60 days of the contract being put in place and no later than 30 days prior to the event if that falls within the 60 days. The remaining balance is due prior to or on the day of the presentation. Note: if the minimum down payment is not received within the 60 days of the contract the contract will be null in void unless previous arrangements have been made with Kuypers Consulting.
2. Have any agency forms or other documents, needed to finalize payment, ready for the PRESENTER to complete either prior to or on the day of the presentation. Ex: IRS 1099 form; expense/travel vouchers.
3. If an extra liability insurance policy is required from Kuypers Consulting in order to speak for your group, HOST agrees to cover the cost for this coverage. PRESENTER and Kuypers Consulting Inc. require notification from HOST with regards to the need to carry liability insurance for the event at least 2 months in advance of the conference date.
4. Meeting room and all related technology as discussed prior to constructing this agreement. HOST will provide: audio cable that connects to the computer to broadcast sound for video clips; speakers/sound system; PPT Projector and screen; hand held microphone; tech support; small table/podium for computer and water near speaker, roughly 8x3' table to display visual supports.
5. All marketing and advertising material to Kuypers Consulting, Inc. for approval prior to distribution. HOST has permission to use Zones of Regulation logo for HOST'S website or printed conference promotion materials which are specifically dedicated to advertising this event.
6. Lunch and water for PRESENTER on day of the presentation

C. LIABILITY

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1. The PRESENTER and Kuypers Consulting Inc. accept no liability for the conference hall, the safety of the conference participants or for any cancellation caused by the workshop provider.
2. The PRESENTER is responsible for providing up-to-date research, theoretical and teaching methods to the audience.
3. In the event that the Zones workshop hereunder is prevented, cancelled or rendered infeasible or impossible due to circumstances beyond the control of either party (each, a "Force Majeure Event") the parties agree that there will be no claim for damages by either party against the other and each party's obligations hereunder with respect to said Zones workshop will be deemed waived, provided that the parties will use reasonable good-faith efforts to have the conference run as scheduled or to reschedule the cancelled Zones workshop. "Force Majeure Event" shall include, but not be limited to, PRESENTER's or immediate relatives' death or serious illness, injury or incapacity, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, weather conditions, or any other similar or dissimilar cause beyond the control of either HOST or PRESENTER. The parties will consult at least 48 hours and 24 hours prior to the workshop if Force Majeure is a possibility in PRESENTER travel area or the target audience travel area. In this event, no speaking fee will be charged to the HOST if PRESENTER is unable to be present on the day of the conference and PRESENTER has made effort to get there or have a replacement speaker in her place due.
4. Notwithstanding the foregoing, in the event that any Zones workshop hereunder is prevented by a Force Majeure event, but PRESENTER is otherwise ready, willing and able to perform all of her contractual obligations hereunder with respect to said Zones workshop:
 - i) HOST will reimburse Kuypers Consulting Inc. for any and all Expenses incurred
 - ii) If PRESENTER has traveled to the location of the workshop at the time that the HOST opts to cancel the event, Kuypers Consulting Inc. shall receive the full amount of the Fee with respect to the cancelled Zones workshop.

This contract shall become effective on **August 7, 2019**. This contract may be cancelled prior to stated termination date by either of the parties hereto, for just cause, upon thirty (30) days written notice.

The parties to this contract agree to accept its provisions as stated above. This agreement consists of one page.

Owner Acknowledgments:

Presenter Acknowledgements:

Host

Agency Acknowledgments:

Date:

Date:

Date:

Leah Kuypers, Owner/Speaker
5532 Park Ave

Elizabeth Sautter, Presenter
15 Descanso Dr.

Name: Dawn Mori

Billing Address: 605 Sylvan Ave
Modesto, CA 95350

Email: dmori@sylvan.k12.ca.us

Minneapolis, MN 55417
312-952-4361

Orinda CA 94563
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Host Cell: (209) 322-5740

Emergency Contact 773-636-1626
(Owner Cell: Leah Kuypers)

Cell: 510-703-8678