

## Solution Tree Purchase Agreement

Effective February 24, 2022, Solution Tree Inc. (“Solution Tree”), located at 555 N. Morton St., Bloomington, IN 47404, and Gentry Public Schools (“Customer”), located at 201 S. Giles Ave., Gentry, AR 72734 agree as follows:

1. **Summary:** Customer will purchase the following Solution Tree products and services:

Products and Services	Total
PLC at Work® LIVE Institute Site Host – Lincolnshire, IL August 1-3, 2022	\$36,000.00
<b>Total</b>	<b>\$36,000.00</b>

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 plus any applicable taxes upon execution of agreement. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a monthly finance charge as allowed by law. Solution Tree will invoice Customer based on the following schedule:

Description	Payment	Expected Invoice Date
PLC at Work LIVE Institute License (\$5000 is a non-refundable deposit)	\$24,000.00	Upon execution of Agreement
On-site PLC at Work – 1 associate, 3 days (TBD @ \$4,000 each)	\$12,000.00	Upon execution of Agreement
Additional Event Materials	NA	NA

3. **Event:** Customer will purchase a non-exclusive, venue-specific, limited-duration license to display a PLC at Work LIVE Institute (the “Event”) at the approved location on August 1-3, 2022 with virtual presentations and digital materials created by Solution Tree authors and associates. Customer may not make audio or video recordings of the Event or display the Event at any venue other than the one approved by Solution Tree.

**3.1. On-site PLC at Work Associate:** Customer may add a Solution Tree presenter (an “Associate”) to be present on-site during the Event for an additional fee (if not already included in this Agreement). If requested, Solution Tree will, subject to availability, match an Associate to augment Customer’s Event experience. If Customer adds an Associate not included in this Agreement, Customer will provide Solution Tree with a purchase order or payment covering the addition.

**3.2. Additional Event Materials:** Customer may purchase additional event materials, including tote bags, t-shirts, issues of the PLC Magazine, Solution Tree branded notebooks, and copies of *Learning by Doing 3<sup>rd</sup> Edition* (“Additional Event Materials”). Any Additional Event Materials purchased at least 30 days prior to the first day of the Event will arrive prior to the Event. Customer may purchase Additional Event Materials within 30 days of the Event but may not be able to ship them in time to arrive before the Event. Customer will provide shipping instructions

and personnel to receive and assemble the shipment of Additional Event Materials. If Customer purchases Additional Event Materials not included in this Agreement, Customer will provide Solution Tree with a purchase order or payment covering them. Solution Tree will not ship any Additional Event Materials without a purchase order or full payment and will ship all Additional Event Materials to one location. Additional Event Materials are not returnable.

- 3.3. Personnel, Setup, and Preparation:** Customer will provide a site contact who will be available during the Event dates, for setup before the Event, and will follow the PLC at Work LIVE Institute Playbook (the “Playbook”) provided by Solution Tree. Customer will provide AV equipment in accordance with the technical specifications described in the Playbook and AV personnel to be available during the Event.
- 3.4. Audio/Visual Responsibility:** Should Customer’s equipment fail, malfunction, or prove to be inadequate to deliver the content, sole responsibility for such failure will be with Customer, and Customer will still be liable to Solution Tree for the full amount due for the Event. Solution Tree makes no warranty, representation or guarantee that the Event will be uninterrupted or error free or that any defects can be corrected.
- 3.5. Contingency Plan:** If COVID-19 or another disruption beyond the control of the parties will prevent the Event from taking place as planned, then Customer may reschedule the Event for another date when Solution Tree is offering a PLC at Work LIVE Institute. If the Event cannot be rescheduled, Solution Tree will provide Customer with other Solution Tree products and services of equivalent value.

#### 4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.
- 4.2. Force Majeure:** If an event beyond the parties’ control makes performance impossible, illegal, or commercially impracticable (a “Force Majeure Event”), the parties will proceed as follows:
- a. If a Force Majeure Event prevents services from occurring on-site, Solution Tree may arrange for the affected services to be delivered virtually on the scheduled dates.
  - b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
  - c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
  - d. All obligations unaffected by a Force Majeure Event will remain in place.
- 4.3. Termination:** Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date.

**4.4. Entire Agreement:** This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in 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:

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Christie Toland  
Assistant Superintendent  
Gentry Public Schools

## CONTACT INFORMATION

Please provide the following information.

### Who will be the contact person for the work?

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Cell #: \_\_\_\_\_

Fax: \_\_\_\_\_

### Who will receive and pay the invoices?

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

### Shipping Information *(required for resource delivery)*

Shipping Contact: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

Delivery Times: \_\_\_\_\_

- Choose one:
- Do you have a Delivery Dock?
  - Do you have double doors (for pallet)?
  - Do you require inside delivery?