

Marzano Resources Purchase Agreement

Effective January 20, 2021, Marzano Resources, LLC (“Marzano Resources”) located at 555 N. Morton St., Bloomington, IN 47404 and Lakeway Learning Center - Campbell County (“Customer”) located at 1500 Butler Spaeth Rd, Gillette, WY 82716 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Marzano Resources products and services (“Products”). Additional Products may be added by mutual written Agreement.

Products and Services	Total
Professional Development	\$40,000.00
Total	\$40,000.00

2. **Payment Terms:** Customer will provide Marzano Resources with a purchase order made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the “Purchase Order Due Date”). A non-refundable deposit of 20% of the Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Marzano Resources. 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. Marzano Resources will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$8,000.00	Upon execution of Agreement
January 2021 Session(s)	\$6,400.00	January 28, 2021
August 2021 Session(s)	\$6,400.00	August 10, 2021
November 2021 Session(s)	\$6,400.00	November 11, 2021
January 2022 Session(s)	\$6,400.00	January 11, 2022
April 2022 Session(s)	\$6,400.00	April 18, 2022

3. **Professional Development**

- 3.1. **Description of Services:** Marzano Resources will provide a speaker (“Associate”) to perform the professional development services described in Exhibit A.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Marzano Resources 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. Marzano Resources 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 Marzano Resources. 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:** Marzano Resources may terminate this Agreement if Marzano Resources has not received a purchase order by the Purchase Order Due Date.
 - a. Professional Development:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.
 - b. Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <https://www.marzanoresources.com/customer-service/product-orders>.
- 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 Marzano Resources:

_____	_____	_____	_____
Brandon Crosby	Date	Megan Schutz	Date
Principal		Director of Professional Development	
Lakeway Learning Center - Campbell County		Marzano Resources, LLC	

Please email this Agreement to Kate at Kate.Eastman@marzanoresources.com or fax to 866.868.5478.

Exhibit A**Description of Professional Development Services****Service 1****Date:** January 28, 2021**Speaker:** Jan Hoegh**Topic:** Formative Assessment and Standards Based Grading**Format:** On-Site**Cost:** \$8,000.00**Service 2****Date:** August 10, 2021**Speaker:** Jan Hoegh**Topic:** Formative Assessment and Standards Based Grading**Format:** On-Site**Cost:** \$8,000.00**Service 3****Date:** November 11, 2021**Speaker:** Jan Hoegh**Topic:** Formative Assessment and Standards Based Grading**Format:** On-Site**Cost:** \$8,000.00**Service 4****Date:** January 11, 2022**Speaker:** Jan Hoegh**Topic:** Formative Assessment and Standards Based Grading**Format:** On-Site**Cost:** \$8,000.00**Service 5****Date:** April 18, 2022**Speaker:** Jan Hoegh**Topic:** Formative Assessment and Standards Based Grading**Format:** On-Site**Cost:** \$8,000.00

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?



Marzano Resources
Resource Discount Coupon

Coupon Code: PD WKSHP

This coupon, when accompanied by a faxed or mailed purchase order, credit card payment, or check, entitles bearer to a special one-time discount. If this coupon does not accompany the order, then the discount cannot be guaranteed. Offer expires 30 days after April 18, 2022.

Host: Brandon Crosby
Speaker: Customized Master
Rep: Lindsay Asp
Title of Workshop: 189
Date of Presentation: August 10, 2021; Nov. 11, 2021; Jan. 11, 2022; April 18, 2022
Special One-Time Discount*: 10-49 copies - 20%, 50-99 copies - 30%, 100+ copies - 40%

*The above discount applies only to Marzano Resources/Solution Tree titles (book code begins with BKF or BKL). Marzano Resources partner titles are entitled to a discount of 10% off for 50-99 copies, 20% off for 100+. Please ask your PD Rep for these titles. No additional discount is available on kits (book code begins with KTF).

Table with 7 columns: Unit Quantity, Product Code, Title, Unit Price, Discount %, Discounted Unit Price, Unit Quantity x Unit Price. Includes sections for SOLUTION TREE TITLES, PARTNER TITLES, SOLUTION TREE DVDs, and KITS. Includes a summary table with Subtotal, Tax, Shipping, Handling, and TOTAL.

(Note: We cannot process your order until we receive an official copy of your purchase order by fax or mail. All purchase orders must be accompanied by a completed order form and include shipping and handling costs.)

You may place your order by email or fax. If you have questions please contact us at 1-888-849-0851

Email orders to: orders@marzanosources.com

Fax orders to: 1-866-801-1447

SHIP TO / BILL TO: (Indicate which (Ship to or Bill to), if either is different from the above address)

Form fields for Name, Organization, Address, City/Province/Postal Code, Phone, and Fax.

*Taxes apply in these states: AK, AR, CA, CO, IL, IN, KY, LA, ME, MI, MO, NE, OH, OK, PA, SC, TX, WA, and WV