

**Agreement Date:**

12/6/2016

**To Confirm Event:**

- 1) Initial Bottom of Page 1
- 2) Sign Page 2
- 3) Email electronic copy to [ahamey@amanet.org](mailto:ahamey@amanet.org) or Fax Signed Copy to 518-891-2698

Client	American Management Association
Michael Lamar	April M. Hamey
City Manager	Regional Account Manager
City of Prescott, AZ	American Management Association
201 South Cortez Street	600 AMA Way
Prescott, AZ 86303-3938	Saranac Lake, NY 12983
Phone: 928-777-1340	Phone: 800-854-4493 ext. 2213
Cell:	Cell: 330-391-8170
E-mail: tyler.goodman@prescott-az.gov	E-mail: ahamey@amanet.org

**AMA Client Services to be provided by AMA to Client under this Agreement:**

- Training: Custom & Train the Trainer
- 360 Assessment & Review of Feedback Results
- Post Training Facilitation
- Keynote/Special Presentation
- Facilitation Services

**Summary of Services:**

Description: Customer Service 1 Day custom -5165 Train the Trainer	Location: 201 S Cortez St Prescott, Arizona 86303-3938
Dates: TBD	Number of Days: 1
Number of Participants: 20	Facilitator: Denise Webster

**Investment Summary**

Fee: <b>\$16,150.00 Includes Train the Trainer Program and 4 Leaders Guides</b>	<b>Additional Participants:</b> A Final Count of Participants and Roster (names/titles) is due by <b>02/15/2017</b> for production and shipping of materials. If there are Additional Participants over the count of 20, a <b>\$200.00 per person</b> fee will be added to the Program Invoice with a <b>maximum of 25</b> participants allowed for the Workshop.
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**Terms**

Payment for each course shall be made within thirty (30) days after invoice date. Invoice will be issued during the first week of the month of the program delivery. Any Services scheduled or changed by Client within two (2) weeks of scheduled delivery are subject to an additional \$350 fee.

**Travel and Expenses**

Client shall reimburse AMA for all reasonable out-of-pocket travel expenses of AMA personnel (including any independent contractors retained by AMA) providing Services hereunder (coach airfare, car rental, mileage, transportation, as required to and from the site of the Services), meals, lodging and the like; provided, however, that AMA shall supply the Client, at the Client's request, with receipts, vouchers and other appropriate documentary evidence of such expenses. All travel outside the US is subject to an additional \$1,000 per travel day (included in program fee above).

**Shipping and Handling and Tax**

A **\$210.00** is included in the Program Fee. This charge will appear as a **separate line item on invoice** as required by State law. **Appropriate State Tax will be applied to this charge** for each delivery unless Exemption Documentation is provided prior to delivery of Services.

**Cancellation/Postponement Policy**

If the Client cancels or postpones Services within thirty (30) days prior to the starting date of scheduled Services, the following fees shall be applicable:

Cancellation fee: 50% of the fee for the course

Postponement fee: \$1000 per day of training

- A Postponement Fee applies when Services are rescheduled within **30 days** of the postponement date **and** those Services are delivered within **120 days** (4 months) of the original contracted delivery date(s). If these conditions are not met, the Fee will be adjusted to reflect a Cancellation.

These fees may not be applied toward the costs of any rescheduled courses.

If Client cancels Services at any time, Services already conducted (e.g. Preparation Conference Calls, Site Visits, Content/Activity Development, Materials Development, etc.) by or through AMA and/or its partners; the Client will be invoiced for such Services. Any such invoice is payable upon receipt. If Client cancels a series of Services during or after the start of such Services, all production costs incurred by AMA, in addition to any cancellation or postponement fees, if applicable, will be paid by the Client upon receipt of invoice.

**Cancel/Postpone Policy:**

**CLIENT Initials Required:**

          

**Hiring or Retention of Personnel**

During the term of this Agreement and for one year following the termination hereof, neither party shall recruit or hire as an employee or retain on an independent contractual basis any person who is an employee of the other party or retained on an independent contractual basis by that party for purposes of this Agreement, without the prior written consent of that party.

**Intellectual Property**

Except for any Client-owned intellectual property contained therein, as between Client and AMA, all rights, title and interest in and to all intellectual property developed by or for AMA and/or utilized by AMA in connection with this Agreement, including, without limitation, all copyright rights, shall vest or remain vested exclusively in AMA.

**Governing Agreement**

In the event that there **is** a current written agreement(s) in place between the parties with respect to the subject matter hereof, such agreement shall take precedence over this Client Services Agreement, unless otherwise agreed between the parties in a signed writing.

Please see attached "Agreement for Training Service"

**Approvals**

Client Signature	American Management Association Signature
Michael Lamar	April M. Hamey
City Manager	Regional Account Manager – AMA Enterprise
Signature:	Signature:
Date:	Date:

**Workshop Details**  
Please provide all information that is confirmed at this time

<b>Workshop Location</b> Provide full address for each workshop	TBD
	City of Prescott, AZ 201 South Cortez Street Prescott, AZ 86303-3938
<b>Shipping Information</b>	
<b>Ship to the Attention of: Name/Title</b>	Tyler Goodman Management Analyst
<b>Phone / Email</b>	Phone: 928-777-1340 E-mail: tyler.goodman@prescott-az.gov
<b>Shipping Address</b>	City of Prescott, AZ 201 South Cortez Street Prescott, AZ 86303-3938
<b>Billing Information</b>	
<b>Send Bill to Attention of: Name/Title</b>	Tyler Goodman Management Analyst
<b>Phone / Email</b>	Phone: 928-777-1340 E-mail: tyler.goodman@prescott-az.gov
<b>Billing Address</b>	City of Prescott, AZ 201 South Cortez Street Prescott, AZ 86303-3938
<b>Emergency Contact Information</b> A Cell or After Hours Number - Available to AMA Faculty during travel period	
<b>Emergency Contact Name</b>	Tyler Goodman
<b>Emergency / After Hours Phone #</b>	Cell:
<b>Coordinator Prior to Day of Delivery</b>	
<b>Coordinator/ Logistics of: Name/Title</b>	Tyler Goodman Management Analyst
<b>Phone / Email</b>	Phone: 928-777-1340 E-mail: tyler.goodman@prescott-az.gov
<b>Address</b>	City of Prescott, AZ 201 South Cortez Street Prescott, AZ 86303-3938