



## ASAR Training and Response Agency Training Agreement

This Agreement is made between \_\_\_\_\_ ("Agency") with a principal place of business at \_\_\_\_\_ and **ASAR Training and Response** ("Contractor"), with a principal place of business at P.O. Box 97, Paola, KS 66071.

### 1. Services to Be Performed

Contractor agrees to perform the following services: (List training class/workshop/or service).

### 2. Payment

In consideration for the services to be performed by Contractor, Agency agrees to pay Contractor the total fee of (List training fee for agency).

**Contractor shall be paid within 30 days after Contractor submits an invoice to Agency.**

**Contractor will withhold all certificates of completion and skill sheets until payment is received of completion of services.** The invoice and full payment should be sent prior to training when possible and no later than within 24 hours of completion of services and include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

#### 2.a. Late Payment Penalty

If the Contractor receives payment from the Agency more than 30 days after the invoice date, the Contractor may impose a late fee of \$50.00. If the Contractor receives payment from the Agency more than 45 days after the invoice date, the Contractor may assess interest equal to one percent of the unpaid balance for each month, or a portion of the month the balance is unpaid. Interest accrues retroactively from the due date. If the Agency has not paid an invoice for more than 90 days, the Contractor may refer collection of the unpaid amount to an attorney or collections agency. If the Agency's unpaid invoices are referred to an attorney or collections agency, the Agency shall pay all reasonable attorney's fees or collections agency fees in addition to the late fee and accrued interest.

### 3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

### 4. Equipment

Contractor will provide (fill-in). Client will provide (fill-in)

### 5. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

### 6. Insurance

Contractor shall have commercial general liability insurance coverage and maintain it during the entire term of this Agreement:

**7. Indemnification**

Contractor shall indemnify and hold Agency harmless from any loss or liability arising from performing services under this Agreement.

**8. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Contractor completes the services required by this Agreement \_\_\_\_\_ [date], or
- the date a party terminates the Agreement as provided below.

**9. Terminating the Agreement**

With reasonable cause, either Agency or Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving 7 days' written notice to the other party of the intent to terminate.

**10. Exclusive Agreement**

This is the entire Agreement between Contractor and Agency

**11. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

**Signatures**

Agency  
Representative:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date