



On-Site Training & Consulting Standard Terms & Conditions

Revised December 21, 2011

1. Date Reservations & Purchase Order Requirements

Dates reserved for training/consulting are tentative until receipt of your purchase order or prepayment. Dates are subject to schedule and travel arrangement availability at the time a purchase order is received.

A purchase order must be received at least eight (8) calendar days before scheduled travel. Purchase orders received less than eight (8) days before scheduled travel may be subject to additional charges for premium shipment of materials and travel costs. Minimum additional charge is \$500.00.

2. Invoicing/Payment

Terms are NET 30 DAYS from invoice date. A separate invoice is issued for each class or sets of classes during one instructor/consultant trip, with a maximum two-week performance period to be covered by each invoice. Payments not received within 30 days of the invoice date will be considered PAST DUE and subject to late charges of 1¼ % per month (21% APR).

GOVERNMENT NOTE: For Government Contracts, FAR 52.232-25 "Prompt Payment" or FAR 52.213-1 "Fast Payment" shall be incorporated into any Government purchase order or contract.

TAXES: Unless specifically identified in our pricing/quote, our prices do not include any state or local taxes which may apply. It is assumed that your company/organization is either exempt from all taxes or is an authorized direct payer of any applicable state or local taxes. If taxes are charged to TECHSTAR, Inc. the invoice payment shall be increased by that amount.

3. Termination for Convenience

Client cancellation/termination "for convenience" of scheduled training/consulting work less than fifteen (15) calendar days before scheduled instructor/consultant travel is subject to charges for expenses incurred (\$1,500.00 minimum). Such incurred expenses include (but are not limited to) shipping and return of materials, non-refundable portions of air fares and other travel expenses, and administrative costs. Full charges will be made for any materials not returned and any services actually performed (not subject to the 15-day limitation).

EXCEPTIONS: Termination/Cancellation charges will NOT be made where cancellation results from circumstances beyond the client's control – such as fire, flood, terrorism, Acts of God, etc. or where prior notification/arrangements have been made.

TECHSTAR, Inc. reserves the right to cancel for convenience without liability at least two weeks prior to scheduled training or other on-site services. TECHSTAR also shall not be liable for any failure to perform charges where such failure results from circumstances beyond our control – such as fire, flood, terrorism, Acts of God, etc. or where prior notification/arrangements have been made.

4. Client Responsibility – Training Room

The client is responsible for an adequate training venue as outlined in TECHSTAR’s “Audio/Visual Requirements”. The instructor **must** have access to the training room the day prior to the first day of training at a reasonable hour.

5. Performance Issues – Training

TECHSTAR, Inc. reserves the right to eject from the classroom any individuals who:

- Are or appear to be under the influence of alcohol or drugs
- Engaged in disruptive behavior
- Engaged in any behavior which poses a safety or health hazard to other participants
- Sleeping in the classroom
- Unnecessary cell phone use (excluding of taking emergency calls), texting, or game playing

Where the client has a management/technical representative in the classroom, any request to remove individuals shall be made through that representative.

No audio, video or photographic recording of the training will be permitted.

6. Deliverables – Training

Deliverables for classroom training include and are limited to performance of the training and copies of student textbooks and handout materials for each attendee. For such textbooks and handouts, the “rights and title” transferred are limited to the PHYSICAL materials.

No rights in copyright, NO rights to reproduce, and NO other intellectual property rights are transferred to the client. Instructor materials (lesson plans, presentation materials, visual aids, etc.) are copyrighted and/or proprietary and are specifically NOT deliverable items.

7. Insurance

WORKMAN’S COMPENSATION: TECHSTAR, Inc. meets the minimum insurance requirements as mandated by both Federal and Idaho State Law.

COMPREHENSIVE GENERAL BUSINESS LIABILITY: TECHSTAR, Inc. carries \$1,000,000.00 each occurrence/\$2,000,000.00 aggregate general business liability coverage. This coverage is reasonable for the services TECHSTAR, Inc. performs and any insurance requirements over these amounts must be provided for and paid by the client.

AUTOMOBILE LIABILITY: TECHSTAR, Inc. carries \$1,000,000 combined single limit for bodily injury and property damage. For most on-site contracts a rental car will be used for transportation. The standard insurance included with the rental car agreement typically complies with the local (destination) state-mandated coverage. If a higher limit is required the client is responsible for securing the additional coverage and paying any additional premiums.

Notes Regarding Purchase Orders/Contracts

General

TECHSTAR, Inc. is a small business with fewer than ten (10) employees. Please bear this in mind when preparing any purchase order or contract for TECHSTAR, Inc. services.

Prices quoted for services are based on and assume a “simple” purchase order. Generally, all that is necessary for the purchase order is:

- Scope of Work (Course to be taught and dates)
- Agreed upon price
- Payment terms (Net 30 days from date of invoice)
- Invoicing instructions

This should not be more than two (2) pages. Any additional terms or conditions which require additional administrative effort (program development, documentation, security requirements, etc.) will be considered outside the scope of work and terms of the quote and will be billed separately at TECHSTAR Inc.’s standard rate.

For any terms and conditions which are “incorporated by reference” the client will provide FULL TEXT copies of that reference. Terms and conditions not received in FULL TEXT will not be considered, nor will TECHSTAR Inc. be held liable for such references.

TECHSTAR Inc. will not be held liable for any terms and conditions not directly associated with the scope of work as quoted. “Boilerplate” terms and conditions containing requirements for building contractors, repairmen, medical services, sales, etc. unnecessarily complicates the purchase order or contract.

Programmatic Requirements

Most Government (and many other) purchase orders/contracts include terms requiring development and submittal of comprehensive, formal programs (e.g., Workplace Safety Program, QA Program, etc.) for review and approval before work performance. Most clients say that such clauses are “self-cancelling” (i.e. small businesses are exempt from the requirement or from having a formal program). Certain clauses used such as DEAR 970.5204-58 “Workplace Substance Abuse Programs” do not contain language to exempt small businesses from the formal program requirement. Again, remember that the work is to be done at facilities that you provide and control – we must comply with your workplace rules.

Printing

If you invoke DEAR 952.208-70 “Printing”, which requires all associated printing to be performed through GPO, we cannot accept your contract. TECHSTAR, Inc. is a publisher, and we publish/print all materials that we provide, and (as noted in our standard terms and conditions item #6) we will not transfer any rights in copyright including any permissions to reproduce our books or other copyrighted/proprietary materials.