

PLEASE RETURN SIGNED CONTRACT AND DEPOSIT WITHIN 21 DAYS

JEFF YALDEN PROGRAM AGREEMENT

1. CONTRACT: This document constitutes a binding contract between **Jeff Yalden International** (hereafter referred to as "Speaker") and BHPUSD, (herein referred to as "Purchaser").

**** PLEASE NOTE: CONTRACT WILL NOT BE CONSIDERED BINDING BY SPEAKER UNTIL AND UNLESS IT HAS BEEN RETURNED WITH THE REQUIRED MONETARY DEPOSIT WITHIN 21 BUSINESS DAYS OF INITIAL RESERVATION DATE.**

2. AGREEMENT: Made on December 9, 2013, between **Jeff Yalden International** and:

Purchaser: BHPUSD
By: Jean Grubb, Central Administrator

3. PERFORMANCE FACILITY:

a) Name: Highland HS, Triton Regional HS, Timber Creek HS
b) Address: Blackwood, NJ 08012
c) Telephone: 856-227-4100 x 4011
d) Point of Contact: Jan Vizoco, SAC Coordinator

4. DATE/S OF PROGRAM: February 4-6
a) Speaker Arrival Time: About 20-30 Minutes before Program Time
b) Program Time: TBD

5. DESCRIPTION OF EVENT: Six School Assemblies & Parent Program

6. FINANCIAL PROVISIONS:

a) Fee for Professional Services: \$7,500.00
b) Deposit (Due w/ Agreement): \$3,500.00
c) Balance (Due 10 business days prior to event): \$3,750.00
d) All Payments made to: JEFF YALDEN, (SSN 076-54-1045)
e) Form of Payment: School Check / Credit Card / Cash

6. SPECIAL PROVISIONS: Save 5% if paid in FULL within 21 days! Total Cost \$7,125.00

7. RESTRICTIONS & UNAUTHORIZED ACTIVITIES: It is expressly understood and agreed that no activities will be planned by the Purchaser, nor expected of the Speaker, unless expressly contained within this Program Agreement. (i.e. Breakout Sessions, Workshops, Parent Seminars, etc.) Fee(s) for professional services outlined above are expressly understood to be for the specified scheduled appearance. Jeff Yalden International reserves the right to charge separate and additional fees for activities scheduled by the Purchaser that do not fall within the specific confines of this Agreement.

8. VIDEO / AUDIO RECORDING: Video or Audio recording of Jeff Yalden's performance is permissible, under the following conditions: Any recording made is for the internal use of the Purchaser only, within the confines of their educational environment. No dissemination to the public by any means is authorized. Said recording may not be posted on the Internet or distributed electronically by any means. Said recording may not be duplicated or distributed internally without prior approval of Jeff Yalden International.


Jeff Yalden * 1112 Harbour Pointe Drive * New Bern, NC 28560

800-948-9289 * Fax 252-288-4551

Web: www.JeffYalden.com * Email: Jeff@JeffYalden.com

9. PERFORMANCE SCHEDULE: Purchaser is expected to honor the scheduled time of performance. In the event of a program delay, Purchaser is expected to stay within one hour of the contracted time, or make arrangements for Speaker to appear ahead of schedule. In the event that Speaker has not been introduced and begun the program within one hour of the contracted time, the Speaker's obligation to the Purchaser will end, and Speaker will be deemed to have fulfilled this agreement. No refund or other consideration will be given by Jeff Yalden International as a result of such occurrence.

10. STATUS OF PARTIES: All parties to this agreement are acting as an independent contractor. Nothing herein shall be construed as creating a partnership, joint venture, or other relationship between/among the parties. Responsibility for payment of payroll taxes under applicable federal, state, or local law will be assumed by the Speaker. Jeff Yalden and Jeff Yalden International will be deemed to have fully performed under this Program Agreement upon commencement of the Program. No changes / addenda will be made to this Program Agreement or the Program without prior written approval of Jeff Yalden International.

11. LOCUS: ~~This Program Agreement is deemed to be made within, and under the applicable statutes of, the Commonwealth of Massachusetts. All provisions herein shall be governed by the statutes of the Commonwealth of Massachusetts. Purchaser expressly agrees that any legal action whatsoever arising from enforcement of this Agreement shall be initiated in a court in Barnstable County, Massachusetts.~~ 

12. SEVERABILITY: If any portion or clause of this Program Agreement is unenforceable or otherwise invalid, it shall not affect the remainder of the Program Agreement.

13. COLLECTIONS: This Program Agreement is binding upon the Purchaser. Should default occur, costs of collection, litigation, filing fees, and attorney fees shall be borne by the defaulting party. In the event of a returned check, fees or other costs incurred shall be the responsibility of the Purchaser. In the event of a returned or stopped check, Speaker reserves the right to cancel the program. In the event that Purchaser is unable to make payment in full, in accordance with this agreement, Purchaser is advised to make special arrangements with Jeff Yalden International as soon as possible.

14. CANCELLATION POLICY: Because this Agreement removes Speaker from the marketplace on the agreed date(s), upon cancellation by Purchaser the following charges will apply: 30 days or more notice: No charge. 21 to 29 days notice: 50% of fee. 21 days or less: Full fee will be charged, and no refund will be granted. Full fee is due and payable upon cancellation within 14 calendar days of event. CANCELLATION BY SPEAKER: Speaker will make reasonable and normal effort to perform in accordance with this Agreement. It is understood by the parties that Speaker's obligation may be subject to detention by sickness, accident, riots, strikes, epidemics, any physical inability to perform, any act of public authority, Acts of God, or any other cause or reason, similar or dissimilar, beyond Speaker's control. In any such event, there shall be no claim for damages made by the Purchaser. Payment made prior to such event will be credited to the rescheduled date agreed upon by Purchaser and Speaker.

15. INTERRUPTION POLICY: There are to be absolutely no interruptions of any kind during Jeff Yalden's talks. While standees are permitted during the Program, no person is to cause interference or distraction while Jeff Yalden is engaged with his audience. Due to the personal and emotional nature of the Program, Jeff Yalden, or any representative of Jeff Yalden International, reserves the right to demand removal of any disruptive or distracting member of the audience. Such removal will be the responsibility of the Purchaser.

16. SOUND SYSTEM REQUIREMENTS: A professional-quality sound system is an absolute must. Responsibility for the sound system is SOLELY the responsibility of the Purchaser. This will include a hand-held cordless microphone with NEW batteries. ABSOLUTELY NO BULLHORNS! Jeff Yalden reserves the right to cancel the program without notice in the event of sound system absence or failure, without refund or recourse to the Purchaser. Venue and sound system are subject to approval by Jeff Yalden or his representative prior to the start of the Program. It must be stressed that procurement of and function of the sound system is the sole and absolute responsibility of the Purchaser.

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17. ADDITIONAL PROVISIONS: Purchaser agrees not to advertise said program unless full payment has been made in accordance with this Agreement, unless prior arrangement has been made with Jeff Yalden International. Please allow sufficient time for the Program. Usually 1.25 hours is sufficient, with time following for questions and answers (if desired by Purchaser). Jeff Yalden's performances are age appropriate, but it is understood by the Purchaser that Speaker presents to the audience at their level. This may include occasional speech, language, and / or mannerisms that cause discomfort to certain adult members of the audience. Please bear in mind that the Program is intended to reach the intended audience emotionally. Program content may reflect societal conditions and personal realities experienced by young people today, in an attempt to make a visceral connection and obtain the desired outcome.

18. CONTRACT RIDER: In accepting the foregoing Program Agreement, Purchaser agrees to conditions and terms set forth in the attached contract rider.

19. ACCEPTANCE AND SIGNATURES: By executing and accepting this Program Agreement, Purchaser warrants that they have full authority to enter into this binding contract. Should he / she not have such authority, he / she personally assumes responsibility for payment of all fees to Jeff Yalden International, plus costs incurred in their collection, as set forth in Clause 13 above.

20. PAYMENT OF BALANCE: Payment of fees (less deposit) is due at the business office of Jeff Yalden International no later than ten business days prior to Program Date. In the event that other arrangements are necessary, (to be approved by Speaker or his representative) balance is due before the commencement of the Program. All business matters must be concluded to the satisfaction of Jeff Yalden, or his representative, prior to the commencement of the Program.

We acknowledge and confirm that we have read the terms of this Program Agreement and approve of all terms and conditions set forth in Program Agreement.

PURCHASER: BHPKSD
BY: Jean Grubb, Central Administrator

SPEAKER: Jeff Yalden, CSP
BY: Jeff Yalden, CSP

X: _____

X: /S/ Jeffrey C. Yalden, CSP

ADDRESS: BHPKSD Central Administration, , Blackwood, NJ 08012

TELEPHONE: 856-227-4100 x 4011