



## SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between **Castaic High School** ("Client") and TEEN TRUTH, LLC located at 746 Dayridge Dr. Dripping Springs, TX 78620 ("TEEN TRUTH"). Client and TEEN TRUTH hereby agree as follows:

1. TEEN TRUTH will present its TEEN TRUTH™: Assembly Experience and its TEEN TRUTH: Leadership Summit presentations ("Presentations") at Client's location on **February 22 and March 2, 2022** ("Presentation Date"). The Presentations will include various video elements of TEEN TRUTH content ("Films") and an inspirational talk on the issues featured in the Presentation. The assembly experience will last approximately 50 minutes. TEEN TRUTH will conduct the Presentation a maximum of three (3) times at client's facility on **3.2.22**. Additionally, the leadership summit will last approximately 3-hours and will be performed on **2.22.22**. All Presentations will end before normal school hours. Any additional presentations requested by Client will be subject to an additional fee.
2. As consideration for the services to be provided by TEEN TRUTH hereunder, Client will pay TEEN TRUTH a Program Fee of **\$8,500 USD** ("Program Fee"). The Program Fee will be paid 50% upon signature of this agreement and 50% after services are rendered, these fees are payable as follows: (a) **\$4,250 USD** as a deposit ("Deposit") due within thirty (30) days of receipt of an invoice, and (b) the remaining **\$4,250 USD** due fifteen (15) days after the Presentation Date. TEEN TRUTH will issue an invoice for both payments as soon as this agreement is executed by TEEN TRUTH.
3. FLEXIBLE DATE POLICY: TEEN TRUTH and Client understand that Presentation is being booked during a period of time when schools have been required to close due to the COVID-19 pandemic. Both TEEN TRUTH and Client agree to provide flexibility to change the date of this Presentation if Client's event is unable to take place due to COVID-19 school closures. TEEN TRUTH will commit to finding a new date and providing similar program content or virtual program opportunities that meets Clients needs and goals. Client will commit to covering any non-refundable travel fees incurred by TEEN TRUTH.
4. Client understands that **\$2,500** of the total deposit is non-refundable. If Client cancels the Presentation date for any reason, TEEN TRUTH will retain **\$2,500** of the total Deposit. In addition, Client agrees to reimburse TEEN TRUTH for any change or cancellation fees incurred by TEEN TRUTH.
5. Any amounts owed by Client hereunder which are not paid when due will bear interest at a rate of 1.5% per month (or, if lesser, the maximum rate permissible under applicable law) as measured from the date such payment was due until the date on which Client makes payment of the past due amount.
6. Client understands that all program times must be received by TEEN TRUTH within forty-five (45) business days of the presentation date outlined in this agreement. Failure to deliver all confirmed program times within the forty-five (45) day period may result in increased flight, hotel, or rental car fees ("Travel Fees"). Client will be liable for 100% of any increase in travel fees due to the failure to deliver confirmed program times within the specified time period.
7. Neither party will be liable to the other for any delays, damages or failure to act caused by weather, fire, acts of God, acts of governmental authority, delays of commercial carriers, or any

similar contingency beyond its control. If such an event prevents TEEN TRUTH from conducting the Presentations on the Presentation Date, the parties will work together to schedule another date for the Presentations.

8. Client will designate a contact person with whom TEEN TRUTH can work to coordinate the services to be provided hereunder. On the Presentation Date, Client will make available the following for TEEN TRUTH's use in connection with the Presentation: (a) screen, (b) LCD projector, (c) microphone, and (d) an adequate sound/PA system TEEN TRUTH's laptop can plug into.
9. Upon Client's request, TEEN TRUTH will make a copy of the Films available to Client such that Client will have the opportunity to view the Films prior to the Presentation and show the Films to the parents of Client's students. Client is solely responsible for determining that all students attending the Presentation have permission to do so.
10. TEEN TRUTH makes no representations or warranties, express or implied, regarding the Presentation, the Film, or any services provided hereunder. Neither party will be liable to the other for any special, indirect, punitive or consequential damages. In no event will TEEN TRUTH be liable to Client for more than the amount paid to TEEN TRUTH hereunder.
11. The date, presentation and travel fees quoted in this agreement are valid for ten (10) business days following TEEN TRUTH's signature of this agreement. Failure to return the signed agreement within ten (10) business days may force TEEN TRUTH to release the desired presentation date or increase travel and presentation fees.

IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be executed as of the dates set forth below.

TEEN TRUTH, LLC

CLIENT

Signed: 

Signed: \_\_\_\_\_

Name: JC Pohl

Name: \_\_\_\_\_

Title: President & CEO

Title: \_\_\_\_\_

Date: **2.16.22**

Date: \_\_\_\_\_