

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is hereby made and entered into by and between the Weber County Sheriff’s Office hereinafter referred to as WCSO, and the Arbinger Institute hereinafter referred to as Arbinger.

WCSO is applying for the U.S. Department of Justice (“DOJ”) Community Oriented Policing Development 2021 *Community Policing Development Microgrants Program* Funding Opportunity Number O-COPS-2021-75012. If chosen as a recipient of this funding, WCSO will implement Outward Mindset training which has been developed by the Arbinger Institute. The goal of this collaborative project is to provide training and tools to all of the employees of the Weber County Sheriff’s Office which will allow them to recognize when they are working with an inward mindset, change their mindset to outward which will allow them to see the communities they serve as people and to see community-oriented solutions to problems that they were blind to when operating from an inward mindset

The purpose of this MOU is to succinctly explain the relationship and to outline the procedures, policies and guidelines established for the roles and interaction between the parties.

The WCSO and Arbinger agree that before this MOU becomes binding on either party, the following events must occur:

1. The WCSO successfully applies for and receives a minimum of \$125,000.00 in grant funding from the U.S. Department of Justice (“DOJ”) Community Oriented Policing Development 2021 *Community Policing Development Microgrants Program* Funding Opportunity Number O-COPS-2021-75012.
2. This MOU is reviewed and approved by the Weber County Commissioners pursuant to Weber County Ordinance 2-9 et seq.

A. ROLES AND RESPOBSIBILITIES

If grant funding is received, the roles and responsibilities of the parties for the grant period will be as follows:

Weber County Sheriff’s Office will:

- Host outward mindset in public safety and outward leadership courses for the Sheriff’s Office leadership team.
- Select 8 individuals to be facilitators for the Developing and Implementing an Outward Mindset/Outward Mindset in Public Safety (DIOM) training. Chief Perry is already a facilitator for DIOM.
- Ensure the 8 individuals complete 2-day Developing and Implementing an Outward Mindset/Outward Mindset in Public Safety as a prerequisite to attending the Developing and Implementing an Outward Mindset/Outward Mindset in Public Safety facilitator course.
- Select 3 individuals from the group above to be facilitators for the Outward Leadership training.
- Ensure the 3 individuals complete the 1-day OL course as a prerequisite to attending the OL facilitator course.

- Provide Developing and Implementing an Outward Mindset/Outward Mindset in Public Safety training, using in house facilitators, for all employees of the Weber County Sheriff's Office
- Provide Outward Leadership training, using in house facilitators, for supervisors of the Weber County Sheriffs
- Pay any costs not covered by the \$125,000 in grant funding from the U.S. Department of Justice ("DOJ") Community Oriented Policing Development 2021 *Community Policing Development Microgrants Program* Funding Opportunity Number O-COPS-2021-75012.

Arbinger Shall:

- Present outward mindset in public safety and outward leadership training to the Sheriff's Office leadership team using an Arbinger facilitator.
- Provide Implementation Coaching for the executive team of the Weber County Sheriffs (Sheriff, Corrections Chief, Enforcement Chief, Support Chief, Administrative Assistant).
- Provide Developing and Implementing an Outward Mindset/Outward Mindset in Public Safety facilitator training for 8 individuals
- Provide 1-day Outward Leadership course for the 3 individuals who will attend the Outward Leadership facilitator training.
- Provide Outward Leadership facilitator training for 3 individuals
- Provide all related student materials and tools for all classes
 - Developing and Implementing an Outward Mindset/Outward Mindset in Public Safety
 - Developing and Implementing an Outward Mindset/Outward Mindset in Public Safety Facilitator Training
 - Outward Leadership Training
 - Outward Leadership Facilitator Training

B. APPENDICES

- Appendix A (Quote 58291) establishes details on courses, associated costs, and the terms and conditions applicable to the purchase of training and materials. Appendix A is not incorporated into this MOU and will become effective only after execution of that document by the parties following receipt of the above referenced grant.

C. CHANGES AND EDITS

Changes, additions and edits may be made to this MOU by the written consent of the parties.

D. TERM/TERMINATION

The term of this MOU shall be two years from date signed. The parties reserve the right to terminate this MOU, in whole or in part, at any time during the term or any additional terms (1) upon default of a party for failing to perform as required under the terms of this MOU or for (2) convenience whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise the right to terminate, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to

the date of termination. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this MOU for breach of contract or any other claim or cause of action. Any party who terminates this contract upon default of the other party may pursue remedies as allowed under the laws of the State of Utah or as otherwise provided for in this MOU.

E. INDEMNIFICATION

WCSO and Arbinger shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this MOU, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the law.


SIGNATURES:



Ryan Arbon, Weber County Sheriff
Weber County Sheriff's Office

12/9/2021

Date



Amy V. Sadeghzadeh
Senior Vice President, The Arbinger Institute

9DEC2021

Date

James H. Harvey
County Commission, Weber County

Date

November 08, 2021

Aaron Perry
Weber County Sheriff's Office
aperry@webercountyutah.gov
Quotation #58291-11293

With regard to your request for quotation, the details are as follows:

Description	Additional Information	Unit	Qty	Price	Total Price
One-Day Onsite Facilitation - Master Facilitator	2-day OMPS facilitation	Per Unit	2	\$4,875.00	\$9,750.00
Developing and Implementing an Outward Mindset (DIOM) - Participant Packet <i>Includes: Participant Handbook, Sustainment Video Study Guide, Leadership and Self-Deception, The Outward Mindset</i>	Onsite OMPS attendees	Per Unit	25	\$195.00	\$4,875.00
Outward Mindset Online (Concurrent) <i>Promotional access to Outward Mindset Online digital content when purchased concurrently with a related course. (Regular Price - \$130)</i>	Free or OMPS attendees	Per Person	25	\$0.00	\$0.00
Implementation Coaching <i>Includes six practical application coaching sessions lasting 45 minutes each</i>	Coaching for executive leadership	Per Person	5	\$3,000.00	\$15,000.00
One-Day Onsite Facilitation - Master Facilitator	1-day OL facilitation	Per Unit	1	\$4,875.00	\$4,875.00
Outward Leadership (OL) - Participant Packet	Onsite OL attendees	Per Unit	25	\$145.00	\$3,625.00
Outward Mindset in Public Safety Internal Facilitator Program (Onsite TTT) <i>Minimum of 8 participants. Includes participant materials for onsite or virtual workshop. (Shipping & handling is charged separately.)</i>	Onsite DIOM/OMPS facilitator training.	Per Person	8	\$1,800.00	\$14,400.00
Outward Leadership (OL) Internal Facilitator Program (Public TTT) <i>Includes participant materials for virtual or in-person public workshop. (Shipping and Handling for virtual public workshop materials is charged separately.)</i>	Private OL facilitator training	Per Person	3	\$395.00	\$1,185.00
Outward Mindset in Public Safety - Participant Packet <i>Includes: Participant Handbook, Sustainment Video Study Guide, Leadership and Self-Deception, The Outward Mindset</i>	WCISO facilitators deliver DIOM or OMPS training to WCISO participants	Per Unit	375	\$195.00	\$73,125.00
Outward Leadership (OL) - Participant Packet	WCISO facilitators deliver Outward Leadership training to WCISO participants	Per Unit	75	\$145.00	\$10,875.00

Price Quote

Description	Additional Information	Unit	Qty	Price	Total Price
Travel	Not to exceed (NTE) \$1200 per onsite facilitator day.	Per Unit	6	\$1,200.00	\$7,200.00
Shipping and Handling	Bulk Ground Shipping to one location	Per Unit	1	\$1,278.00	\$1,278.00
*Purchase of Facilitator Training also includes access to Arbinger's Facilitator Support Helpline, the Arbinger Facilitator Portal, Monthly Global Facilitator Calls, Exclusive Invitations to Arbinger's Annual Facilitator Development Conference, Monthly Webinars, Newsletters, and Facilitator Licensing. See Terms and Conditions for details.					
Total Price**:					\$146,188.00

Please review all Terms and Conditions included in this quotation. Please contact our Finance Department and reference the quotation number listed above to make payment. Our office is open 9am to 5pm Mountain Time and can be reached by phone: (801) 447-9244 or email: finance@arbinger.com. Any other questions not related to payment, please contact me at the information below. Thank you!

Regards,

Dan Dellenbach
Director, Client Solutions
(385) 220-2630
dand@arbinger.com

** The following terms and conditions apply to the prices quoted:

1. By contracting for the Arbinger Facilitator training program designated by this quotation, the Client and its employees who participate in that program are required to comply with all of the enumerated standards, policies, and procedures that govern Certified Facilitators, including those set out in the provisions below. Non-government participants in the Arbinger Facilitator training program will be required to sign an agreement stating that they and their employing organizations will comply with all of these standards, policies, and procedures. These standards, policies and procedures are subject to change at Arbinger's discretion.

- a. Client employees who participate in Arbinger's Facilitator Certification Program are required to attend Arbinger's 2-day Developing and Implementing an Outward Mindset workshop and Arbinger strongly recommends reading the following Arbinger books: "Leadership and Self-Deception," "The Anatomy of Peace" and "The Outward Mindset" prior to the course. After successful completion of the Facilitator Certification Program, a Certified Facilitator (Facilitator) is certified by The Arbinger Institute, Inc. ("Arbinger") to teach (1) Developing an Outward Mindset (2) Implementing an Outward Mindset, and (3) the combined 2-day program, Developing and Implementing an Outward Mindset (individually or collectively, "the Program"). Facilitator is licensed to use the Keynote and/or PowerPoint slides and presentations that pertain to the Program. However, Facilitator is prohibited from copying, distributing, or allowing any other person or entity to use these slides, digital material, or any of the Intellectual Property contained therein.
- b. A Facilitator is certified to train only employees of the Client Organization and family members of employees within the Client Organization. The Client Organization must purchase the appropriate training materials from Arbinger ("Required Training Materials") for each individual trained by the Facilitator. Current pricing will be outlined in a document that will be provided you. Pricing is subject to change. Any training done outside of the Client Organization (as specified in this agreement), unless authorized in writing by Arbinger, is unauthorized and subject to violation of federal and international copyright laws. Presentation of the Program content without the purchase of the Required Training Materials is in violation of this certification and is considered unauthorized training and an unauthorized use of copyrighted information and materials.
- c. Facilitator resources available: Facilitator Support is available to be scheduled from 9am – 5pm MST, Monday through Friday. Facilitators are encouraged to schedule phone calls for one-on-one preparation assistance before delivering the Program, as well as for post-facilitation discussion and processing. Facilitators have access to the Arbinger Facilitator Portal. This portal comprises a collection of valuable resources such as podcasts, evaluation forms, and Facilitator development videos. Through this portal, Facilitators are able to access recordings of Monthly Global Facilitator Calls and screencasts of the Program, which will assist in their preparation of meaningful work sessions. Facilitators also have access to Monthly Global Facilitator Calls. These calls offer a unique opportunity for Arbinger Facilitators across numerous industries to meet and learn from each other through best practice discussions and sharing lessons learned. Arbinger Webinars also supplement the continued development of Facilitators. Facilitators will receive an exclusive invitation to Arbinger's Annual Facilitator Event, where they are introduced to and trained on new product lines, the latest changes to core materials, and have the opportunity to network, attend question and answer sessions, and hear from special guest speakers.
- d. The Program's course materials and digital products are the sole property of Arbinger. All materials and Program content and derivative works of such materials and content are

protected under federal and international copyright and other laws. Presentation of the Program content without purchase of the Required Training Materials, as set forth above, constitutes unauthorized training and an unauthorized use of copyrighted information and materials. As a result, such unauthorized use violates Arbinger's contract with the Client Organization. In addition, under no circumstances shall a Facilitator or someone acting on behalf of a Facilitator copy, reproduce, or transmit in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, all or any portion of such materials or content, whatever the form of media, unless expressly authorized to do so in writing by Arbinger. In addition, under no circumstances shall a Facilitator show any of the Facilitator versions of Arbinger training programs and/or related digital materials to any other person, or facilitate, encourage, or allow the same to be viewed by any other person, without the express written consent of Arbinger. Fees. Facilitators are not authorized to charge participants for the Program in excess of the Required Training Material packet fee. Exceptions to this rule must be through written agreement between Arbinger and the Facilitator. Arbinger shall not be responsible for, or associated with, anything said or presented that is not straight from Arbinger's proprietary materials, nor shall Arbinger be responsible for, or associated with, anything that any person in such organization does that is not part of the Program as it is intended to be facilitated.

- e. Once Authorized Program Participants have completed the Program, Facilitators are encouraged to conduct follow-ups with them as desired. It is recommended that each participant still within the Client Organization revisit the program every year. Assuming they still have their materials, there is no charge for them to retake it. Also, Facilitators are free to review the material in shorter segments during staff meetings or on other occasions as a way of building on the learning that occurred during participants' first experience with the material. The provision above referring to the Purity of Arbinger Material shall refer as well to whatever follow-up use Facilitators might make of the material in post Program settings. We recommend that Facilitators review the material on an ongoing basis. For example, the Certified Facilitators may wish to meet together to review and discuss portions of the Required Program Materials in light of current events within the Client Organization.
- f. Arbinger certifies individuals within organizations as Facilitators of its programs— individuals who have been presented to Arbinger by their organizations as worthy and capable Facilitators. Facilitators with Client Organization are employees of Client Organization, not of Arbinger, and Arbinger shall not be responsible for, or associated with, anything they say or present that is not straight from the Required Program Materials, nor shall Arbinger be responsible for, or associated with, anything that any person in such organization does that is not part of the Program as it is intended to be facilitated. Arbinger does not endorse any client or any client's methodologies or approach, nor does Arbinger certify or refer to any organization as one that applies and implements the Arbinger program. As such, Facilitators and the organizations in which they provide training may not refer to Arbinger or its programs in their marketing literature, in whatever form of media such literature might appear, without the express written consent of Arbinger.
- g. Arbinger's material is unique. It is neither borrowed nor collected from other sources. It is its own complete and unified theory and approach. As such, it is inappropriate to mix Arbinger's training and materials with other training and materials. For this reason, Facilitators are prohibited from mixing the Program or any portion thereof with other training or materials not created by Arbinger. Similarly, Facilitators are prohibited from presenting any other training or materials, or any portions thereof, not created by Arbinger, in conjunction with the Program without the express written consent of Arbinger.
- h. Arbinger reserves the right to review a Facilitator's training sessions at any time without prior

notice. In addition, in order for Arbinger to maintain the integrity, reputation, effectiveness and goodwill regarding its intellectual property, Arbinger reserves the right to revoke a Facilitator's certification if, in the opinion of Arbinger, Facilitator: (1) uses inappropriate program content or ineffective or inappropriate teaching methodology or otherwise conducts him or herself in a manner that Arbinger deems to be contrary to its best interests; or (2) violates any certification regulations or standards.

2. By contracting for the Arbinger Facilitator training program designated by this quotation, the Client and its employees who participate in that program are required to comply with all of the enumerated standards, policies, and procedures that govern Certified Facilitators, including those set out in the provisions below. Non-government participants in the Arbinger Facilitator training program will be required to sign an agreement stating that they and their employing organizations will comply with all of these standards, policies, and procedures. These standards, policies and procedures are subject to change at Arbinger's discretion.

- a. After successful completion of the Facilitator Certification Program, a Certified Facilitator (Facilitator) is certified by The Arbinger Institute, Inc. ("Arbinger") to teach Outward Leadership (OL) ("the Program"). Facilitator is licensed to use the Keynote and/or PowerPoint slides and presentations that pertain to the Program. However, Facilitator is prohibited from copying, distributing, or allowing any other person or entity to use these slides, digital material, or any of the Intellectual Property contained therein.
- b. A Facilitator is certified to train only employees of the Client Organization and family members of employees within the Client Organization. The Client Organization must purchase the appropriate training materials from Arbinger ("Required Training Materials") for each individual trained by the Facilitator. Current pricing will be outlined in a document that will be provided you. Pricing is subject to change. Any training done outside of the Client Organization (as specified in this agreement), unless authorized in writing by Arbinger, is unauthorized and subject to violation of federal and international copyright laws. Presentation of the Program content without the purchase of the Required Training Materials is in violation of this certification and is considered unauthorized training and an unauthorized use of copyrighted information and materials.
- c. Facilitator resources available: Facilitator support is available to be scheduled from 9am – 5pm CST, Mondays through Fridays. Facilitators are encouraged to schedule appointments for one-on-one preparation assistance before delivering the Program, as well as for post-facilitation discussion and processing. Facilitators have access to the Arbinger Facilitator Portal. This portal comprises a collection of valuable resources such as podcasts, evaluation forms, and Facilitator development videos. Through this portal, Facilitators are able to access recordings of Monthly Global Facilitator Calls and screen casts of the Program, which will assist in their preparation of meaningful work sessions. Facilitators also have access to Monthly Global Facilitator Calls. These calls offer a unique opportunity for Arbinger Facilitators across numerous industries to meet and learn from each other through Best Practice Discussions and Opportunity Lessons Learned. Arbinger Webinars also supplement the continued development of Facilitators. Facilitators will receive an exclusive invitation to Arbinger's Annual Facilitator Event, where they are introduced to and trained on new product lines, the latest changes to core materials, and have the opportunity to network, attend question and answer sessions, and hear from special guest speakers.
- d. The Program's course materials and digital products are the sole property of Arbinger. All materials and Program content and derivative works of such materials and content are protected under federal and international copyright and other laws. Presentation of the

Program content without the Required Training Materials, as set forth above, constitutes unauthorized training and an unauthorized use of copyrighted information and materials. As a result, such unauthorized use violates Arbinger's contract with the Client Organization. In addition, under no circumstances shall a Facilitator or someone acting on behalf of a Facilitator copy, reproduce, or transmit in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, all or any portion of such materials or content, whatever the form of media, unless expressly authorized to do so in writing by Arbinger. In addition, under no circumstances shall a Facilitator show any of the Facilitator versions of Arbinger training programs and/or related digital materials to any other person, or facilitate, encourage, or allow the same to be viewed by any other person, without the express written consent of Arbinger. Fees. Facilitators are not authorized to charge participants for the Program in excess of the Required Training Material packet fee. Exceptions to this rule must be through written agreement between Arbinger and the Facilitator. Arbinger shall not be responsible for, or associated with, anything said or presented that is not straight from Arbinger's proprietary materials, nor shall Arbinger be responsible for, or associated with, anything that any person in such organization does that is not part of the Program as it is intended to be facilitated.

- e. Once Authorized Program Participants have completed the Program, Facilitators are encouraged to conduct follow-ups with them as desired. It is recommended that each participant still within the Client Organization revisit the program every year. Assuming they still have their materials, there is no charge for them to retake it. Also, Facilitators are free to review the material in shorter segments during staff meetings or on other occasions as a way of building on the learning that occurred during participants' first experience with the material. The provision above referring to the Purity of Arbinger Material shall refer as well to whatever follow-up use Facilitators might make of the material in post Program settings. We recommend that Facilitators review the material on an ongoing basis. For example, the Certified Facilitators may wish to meet together to review and discuss portions of the Required Program Materials in light of current events within the Client Organization.
- f. Arbinger certifies individuals within organizations as Facilitators of its programs— individuals who have been presented to Arbinger by their organizations as worthy and capable Facilitators. Facilitators with Client Organization are employees of Client Organization, not of Arbinger, and Arbinger shall not be responsible for, or associated with, anything they say or present that is not straight from the Required Program Materials, nor shall Arbinger be responsible for, or associated with, anything that any person in such organization does that is not part of the Program as it is intended to be facilitated. Arbinger does not endorse any client or any client's methodologies or approach, nor does Arbinger certify or refer to any organization as one that applies and implements the Arbinger program. As such, Facilitators and the organizations in which they provide training may not refer to Arbinger or its programs in their marketing literature, in whatever form of media such literature might appear, without the express written consent of Arbinger.
- g. Arbinger's material is unique. It is neither borrowed nor collected from other sources. It is its own complete and unified theory and approach. As such, it is inappropriate to mix Arbinger's training and materials with other training and materials. For this reason, Facilitators are prohibited from mixing the Program or any portion thereof with other training or materials not created by Arbinger. Similarly, Facilitators are prohibited from presenting any other training or materials, or any portions thereof, not created by Arbinger, in conjunction with the Program without the express written consent of Arbinger.
- h. Arbinger reserves the right to review a Facilitator's training sessions at any time without prior notice. In addition, in order for Arbinger to maintain the integrity, reputation, effectiveness

and goodwill regarding its intellectual property, Arbinger reserves the right to revoke a Facilitator's certification if, in the opinion of Arbinger, Facilitator: (1) uses inappropriate program content or ineffective or inappropriate teaching methodology or otherwise conducts him or herself in a manner that Arbinger deems to be contrary to its best interests; or (2) violates any certification regulations or standards.

3. Quote Details

- a. This quote is valid until Dec 31, 2021
- b. This quotation is offered at firm-fixed price and Travel, shipping and handling are offered at firm fixed price.

4. Payment Terms

- a. Purchase order and payment questions should be directed to The Arbinger Institute, ATTN: Finance, phone: +1 (801) 447-9244, email: finance@arbinger.com, Mailing address: 686 Arbinger Way Suite 200, Farmington, UT 84025.
- b. Client can pay with a credit card, billed via electronic invoice, or as directed by a Purchase Agent or Contracting Officer. If client chooses to pay with a purchase/credit card, purchases over \$3600 will be assessed a 2.0% fee when payment is made, GSA MAS Schedule-eligible clients are exempt from this policy.
- c. Materials sales are final. Should the Client desire to exchange materials; there is up to a \$65 exchange fee per handbook plus shipping costs. Client agrees to pay return shipping costs. Certain restrictions apply.
- d. All dates are considered tentative and subject to availability until an official commitment to pay (e.g., purchase order, service agreement, SF182, credit card information, contract, or task order) or payment is received from the client. Official commitments must be received 30 days in advance of the scheduled event to ensure timely purchase of travel arrangements and delivery of course materials. An event is considered confirmed and becomes binding upon receipt of an official commitment.
- e. If the commitment is received less than 15 business days before the scheduled event, the client may be assessed expedited shipping and travel charges.

5. Copyright Information

- a. The Arbinger Institute is the sole owner of Arbinger programs, trainings, consulting and materials, which are Arbinger's central training programs and materials of organizations around the world. The Arbinger Institute owns all proprietary rights and copyrights to all training principles and materials.
- b. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modifications, or revisions of any such materials or principles of the scheduled training is prohibited.

6. Shipping

- a. Material orders must be placed at least 15 business days prior to the scheduled start of the event to ensure enough time for arrival.

- b. Outside the U.S., shipment of materials is dictated by international shipping terms. Our default Commercial Term for international shipments is DAP (Delivered at Place). Upon arrival of the materials in the destination country, the customs clearance in the importing country needs to be completed by the client, e.g. import permit, documents required by customs and etc., including payment of all customs duties and taxes. Should customs not be able to reach the client to release the materials, they would be returned to Arbinger or destroyed by customs at the client's expense. For shipments to international destinations (including individual shipments) where the Commercial Term Delivery Duties Paid (DDP) is applied, Arbinger will pay these charges and then invoice the client. (Customs charges may not apply to shipments to overseas US Government installations. Shipment by USPS to APO/FPO addresses is not offered.)
- c. Express delivery may be necessary for materials orders received less than 15 business days prior to a scheduled event. These may be subject to expedited delivery charges which will be billed at additional Client expense.
- d. Larger orders may require cargo or freight carrier. Please ensure loading dock availability.
- e. Client should expect that materials will be shipped on the first business day after receipt of an official commitment from a Purchase Agent or Contracting Officer who is authorized to make financial obligations.
- f. Physical products are shipped to the address on file.

7. Refund Policy

- a. Client may request a refund of unopened boxes of materials, if the materials are returned within 30 days of original shipping date. If requesting a refund, client agrees to pay return shipping costs of materials. Certain restrictions apply.

8. Event Logistics

- a. For in-person events, client is responsible for providing event space and logistical items relevant to the presentation, including VGA/HDMI capable projector, screen, two (2) flip charts, markers, seating, tables, and a sound system or speakers suitable for participants and venue.
- b. Number of participants must be confirmed no later than 15 business days before in-person events to allow for timely printing and shipping costs. Client may incur additional expenses for expedited printing and shipping if number of participants changes within 15 days of the event.

9. Cancellation and Reschedule

- a. Events canceled after a commitment is received will be subjected to a 30% cancellation fee. Events rescheduled at the convenience of the client after a purchase order or equivalent is received from the client will result in a rescheduling fee of 15%.
- b. Client agrees to incur return shipping costs for materials already shipped at the time of cancellation.
- c. Client may incur additional fees if shipped materials are not returned in unused/unopened condition.

