

CONTRACT FOR INSTRUCTIONAL SERVICES

This contract is governed by Florida Law

Contractor: Warren E. Wyrostek
Address: Address
City, State, Zip

Date: *Date of contract*

Phone: Home:850-929-2074
Fax: 850-929-2074

Technical Education Center:
Training Center Name
Training Center Address
City, State, Zip
Contact: *Training Manager*
Phone: *Training Mgr. Phone Number*

CNI Number: *CNI Number*
Federal Tax ID Number: Tax ID Number

SSN: *Social Security Number for tax purposes only!*

The above contractor will provide Novell Certified Instruction for the following Technical Education Center:
Training Center Name

Course: **30XX- Novell Authorized Course Name (for 6 students)**

Course Dates: *Course Dates* A Total of 5 Class Days

Contract Fee: \$3250, plus expenses. Expenses shall include all travel, living expenses and costs associated with the contractor providing the services called for in this contract, including travel, mileage, rental car and fuel, hotel, meals, telephone and any incidentals. Per Diem will be charged at \$25 per day. Mileage will be charged at \$.30 per mile. If classroom is setup for the contracted course prior to the contractor's arrival there will be no setup fees. If classroom is not setup for the contracted course there will be a daily setup fee based on a full day price of \$650 per day that will be in addition to the course fee and expenses.

Terms: *Invoiced and due upon completion of the class.* If payment is not received following the completion of the course, there will be a 5% daily surcharge added to the \$3250, plus expenses. If payment is not received, and litigation is required to collect fees, *Training Center* will be responsible for all court costs, attorney fees in addition to the contract fee, setup fee (if any) and expenses. Payment is not contingent upon Evaluation Ratings.

Cancellations: This contract may be cancelled by either party without penalty upon written notification more than 10 business days (Monday through Friday, excluding Federal Holidays) before the scheduled commencement of the first class. In the event that *Training Center* cancels this contract within 5 business days prior to the scheduled commencement of the first class, *Training Center* shall pay the contractor \$3250 plus any incurred **non-refundable** expenses (e.g. airline tickets); otherwise, upon cancellation within 10 business days prior to the scheduled commencement of the first class, *Training Center* shall pay the contractor \$1625, plus any incurred **non-refundable** expenses (e.g. airline tickets).

This contract may be executed in one or more counterparts and may be accepted by facsimile, each of which shall be deemed an original, but all of which shall constitute one and the same document. This contract is governed and shall be interpreted in accordance with Florida Law and any claim arising out of this contract, its performance, or breach may only be brought in the courts of Madison County, Florida to whose jurisdiction and venue the parties here to hereby acknowledge and submit.

Please fax your signed acceptance copy to me at Fax Number.

Contractor:

Warren E. Wyrostek, M.Ed., MCNI/MCNE/CDE
Address.
City, State, Zip

Technical Education Center:

NAME

Title

TECHNICAL EDUCATION CENTER