**Training Agreement**

This **Training Agreement** ("Agreement") sets forth the terms under which Assistance in Danger A.i.D. Ready Training LLC, doing business as (D/B/A): A.i.D. Ready Training using its own certified instructors, will provide training services to students offering the following courses:

* Adult and Pediatric First Aid, CPR/AED
* Basic Life Support
* CPR/AED for Professional Rescuers
* Babysitter’s Training and Pediatric First Aid/CPR
* Life-Threatening Bleeding Tourniquet Application
* First Aid for Severe Trauma
* Head, Neck, MBJI, and Splinting
* Pet First Aid and CPR

The Course or Courses which are subject to this Agreement and the applicable fees for each such Course are set forth in a written quote previously sent to you by email by a representative of the A.i.D. Ready Training. The provisions of the Quote are incorporated into this Agreement.

**1.0** **A.i.D. Ready Training Responsibilities.** A.i.D. Ready Training will:

1.1 Provide instruction in the Courses and provide students attending Classes (as defined below) with materials and access to equipment necessary for such instruction at the fees listed in the Quote.

1.2 For each Instructor-led Course scheduling instance, confirm the date, time and location of the Class in a Confirmation, as defined in Section 2.4 below.

1.3 Provide the number of Instructors necessary to achieve the applicable student/teacher ratio set forth in Section 2.5.

1.4 Provide written confirmation of Class dates, times, locations and any related changes to you.

1.5 Grant certification to each participant of a Course who successfully completes all requirements for that Course.

**2.0 Your Responsibilities.** You will:

2.1 Cooperate with the A.i.D. Ready Training in scheduling training on dates and at times and locations that are mutually acceptable to you and A.i.D. Ready Training.

2.2 Only schedule Classes to be conducted, and otherwise perform under this Agreement, within the United States of America and its territories (“U.S.”), as the A.i.D. Ready Training is only permitted to solicit, deliver services and provide program support within the Commonwealth of Virginia, District of Columbia, Maryland, Pennsylvania, and West Virginia.

2.3 Contact A.i.D. Ready Training point of contact no fewer than ten (10) business days prior to any desired Class date to request training on that date. Requests will include the name and telephone number of a point of contact for each Class location.

2.4 Identify the number of people to be trained at the relevant location(s) on each requested date. For each Class, you will receive an email confirmation from A.i.D. Ready Training confirming the Class details.

2.5 Standard Courses: In order to maintain a sufficient Instructor to student ratio, one (1) Instructor will be assigned for every twelve (12) students listed on the Confirmation for each Class session. You will be charged a per person fee as indicated on the Quote for each student attending, but no less than the minimum number of students for each assigned Instructor as listed below and continuing in multiples of twelve (12), as applicable:

* Instructor 1 (1-12 students)
* Instructor 2 (13-24 students)
* Instructor 3 (25-36 students)

2.6 Any additional fees are outlined in the Quote. If a public health emergency or other external event occurs that requires or reasonably warrants changes to the number of participants in a Class, A.i.D. Ready Training may alter any or all of the Course minimums set forth above for a period of time, in its discretion. Any such alteration will not require an amendment to this Agreement and will be communicated to you when Classes are scheduled and documented in the corresponding Confirmation(s). You acknowledge that some Courses, such as those delivered online, may require your purchase of additional items, through the A.i.D. Ready Training, the cost of which items is not included under this Agreement. A.i.D. Ready Training will advise you in advance if any such items are required for a Course. You further acknowledge that certain Courses listed in the Quote may be limited in availability from time to time, and therefore not available in all locations.

2.7 Update the Class location, date, time, or number of participants, as needed, at least three (3) business days before the Class date; provided, however, that if additional Instructors or Instructor Trainers are required due to increased class size, A.i.D. Ready Training will schedule one or more additional Classes if needed to preserve the ceiling, noted in Section 2.4 above, based on the number of students who may attend the Class.

2.8 Comply with, and communicate to Class participants, any requirements for Course participation which may be communicated by A.i.D. Ready Training to you from time to time, including (by way of example rather than limitation) health and safety precautions and active participation and certification requirements.

2.9 Provide classroom facilities for each Class having clean, safe and otherwise adequate space for participant seating and to practice Course skills, and adequate audiovisual training equipment. If you do not have standard audiovisual training equipment, you will notify the A.i.D. Ready Training point of contact when the Class is scheduled.

2.10 Ensure that students are on time to Class and engaged and present for the entire Class, it being understood that students who do not adequately participate, are not present for the entire Class, or otherwise fail to meet Course objectives, will not be certified.

**3.0 Fees and Invoicing**

3.1 You will pay a per person fee for each student attending each Class and will pay for at least the minimum number of students per Instructor stipulated under Section 2.4 above. For Blended Learning Courses, you will pay per person fee for each seat you purchase. Fees do not include any applicable sales or use tax. You will be solely responsible for payment of such taxes, which will be included in invoices issued to you under section 3.2 below.

3.2 You will be invoiced. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collection agency. In such an event, A.i.D. Ready Training will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. High credit risk or late payments may also result in the suspension or termination of your invoicing privileges at A.i.D. Ready Training sole discretion. If your invoicing privileges are suspended or terminated, A.i.D. Ready Training will not deliver Classes until all of your accounts are current with no outstanding invoices.

3.3 You may elect to have invoices delivered electronically to one (1) email address. You will provide A.i.D. Ready Training a single valid email address for electronic invoice delivery. You will receive a PDF copy of the invoice. You understand that you will not receive an invoice via postal mail after enrollment in electronic invoice delivery.

3.4 If you desire that invoices issued by A.i.D. Ready Training reflect your purchase order numbers, then any such purchase order must be received by A.i.D. Ready Training at least ten (10) business days prior to the scheduling of a Class or the purchase of an e-learning Course; it being understood that under no circumstance will the absence of a purchase order number on any invoice excuse your timely payment of that invoice.

3.5 To pay an invoice by credit card, or to establish ACH payments, call 571-271-9144. To pay an invoice by check, include the remittance advice showing your account name, number and invoice number and send to:

A.i.D. Ready Training at aidreadytraining@outlook.com.

3.6 A.i.D. Ready Training is not obligated to use Customer’s vendor payment portal. If you desire A.i.D. Ready Training use your vendor payment portal, you must make such a request in writing. A.i.D. Ready Training may grant or deny the request in its sole discretion. Acceptance of such a request may only be made in writing by an authorized representative of A.i.D. Ready Training. You must continue to pay invoices delivered by mail or email on a timely basis while such a request is pending. If A.i.D. Ready Training elects to use your vendor payment portal, A.i.D. Ready Training will not be obligated to pay you or any third party any fee or expenses for such use, regardless of any provision to the contrary in such portal‘s terms of use. You will, on demand, promptly reimburse A.i.D. Ready Training for any such fee or expense.

3.7 If you have account balance or invoice questions or concerns, immediately upon receipt of invoice, you may email aidreadytraining@outlook.com or call 571-271-9144 to report and resolve the inquiry.

3.8 You warrant that as of the date of this Agreement, you have no overdue balances with the A.i.D. Ready Training.

**4.0 Class Rescheduling, Cancellation and Changes**

You may reschedule, cancel, or make scheduling changes to, including changing location, a Class without charge if A.i.D. Ready Training is notified at least three (3) business days in advance of the scheduled Class time. A.i.D. Ready Training is authorized to charge a per person fee equal to the quoted fee for each occurrence of your rescheduling, canceling, or making scheduling changes to a Class, with fewer than three (3) business days’ notice.

**5.0 Instructor Expenses**

If the A.i.D. Ready Training incurs unusual expenses (“Expenses”) associated with conducting a Class, the A.i.D. Ready Training may request reimbursement for the Expenses (e.g., Instructor mileage to a remote location or overnight lodging, or accommodations for students with disabilities). The Expenses must have prior written approval from each of us and will be invoiced to you.

**6.0 Term and Termination**

6.1 This Agreement will remain in effect until the date on which Classes sufficient to accommodate the number of students listed in the Quote are completed. Access to Blended e-learning Courses will expire in accordance with the applicable terms of use for those Courses.

6.2 A.i.D. Ready Training may immediately terminate this Agreement if you breach this Agreement.

6.3 Either you or A.i.D. Ready Training may terminate this Agreement with advance written notice to the other party of at least thirty (30) days.

6.4 Upon termination or expiration of this Agreement, A.i.D. Ready Training will immediately cease delivery of the Classes and you will be responsible for payment for all fees and reimbursable expenses incurred up until such termination or expiration date.

6.5 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to A.i.D. Ready Training for Courses completed prior to such expiration or termination. Our mutual obligations under Section 8.1, below, will also survive any expiration or termination of this Agreement.

**7.0 Force Majeure**

Notwithstanding anything in this Agreement to the contrary, neither you nor A.i.D. Ready Training will be liable to the other for any loss or damage arising as a result of breach, non-performance or partial performance of its obligations under this Agreement (except for the obligation to pay money when due) due to any cause beyond its reasonable control and without its fault or negligence, including but not limited to any delay or failure caused by failure, unavailability or shortage of power, materials or supplies, flood, fire, storm, other abnormally inclement weather, act of war, terrorism, riot, act or omission of government or governmental agency, strike, work stoppage, other labor unrest, inadequate voluntary donations required for the rendering of the services, other act or omission in the process of manufacture, production or supply under the control of third parties, or any other emergency.

**8.0 Confidentiality and Intellectual Property**

8.1 Except as required by applicable law or otherwise provided herein, you will maintain in confidence the pricing information set forth in the Quote.

8.2 Neither A.i.D. Ready Training nor you use the other’s name, trademarks or other intellectual property in marketing materials, press releases, presentations, or otherwise without the advance written consent of the other party, which consent may be granted or withheld in the other party’s sole discretion.

**9.0 Miscellaneous**

9.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an “Invalid Provision”) in any jurisdiction, the A.i.D. Ready Training and you will promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to either of us hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of our ability to negotiate a new provision.

9.2 Independent Contractors. Each of us is an independent contractor with respect to the other, and nothing herein shall create any association, partnership, franchise, or joint venture between us or an employer-employee relationship. No agent, employee or servant of either party will be, or will be deemed to be, the employee, agent or servant of the other party, and each of us will be solely and entirely responsible for our own acts and the acts of each of our agents, employees and servants.

9.3 Assignment. Neither your rights nor the A.i.D. Ready Training rights under this Agreement may be assigned, or either of our obligations delegated, in whole or in part without the prior written consent of the other party; provided, however, that A.i.D. Ready Training use from time to time of Instructors who are volunteers or employees of third parties to furnish Course instruction under this Agreement does not constitute a delegation of A.i.D. Ready Training obligations under this Agreement and will not require your advance consent. Any attempted assignment or delegation in violation of the foregoing will be null and void.

9.4 Governing Law. The Contract is governed by the laws of the Commonwealth of Virginia, without giving effect to its choice or conflict of law rules.

**10.0 Entire Agreement and Modifications**

This Agreement constitutes the entire agreement between you and A.i.D. Ready Training and supersedes all prior agreements, understandings and representations, both written and oral, between us with respect to the subject matter of this Agreement. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both A.i.D. Ready Training and you to be an amendment, addendum or waiver, as the case may be. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either A.i.D. Ready Training or you, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement, or similar document), and each of us hereby rejects all such additional or different terms and conditions.

Updated May 2025