



# Lead Inspire Teach Academy

## PROFESSIONAL SERVICES AGREEMENT

Lead Inspire Teach Academy LLC  
Doctor Rox Training & Development Services

### 1. PARTIES

This Professional Services Agreement (“Agreement”) is entered into as of **[Date]** \_\_\_\_\_, by and between Lead Inspire Teach Academy LLC (“Service Provider”), represented by Dr. Rox, and **[Client/Institution Name]** \_\_\_\_\_ (“Client”). Both parties agree to the terms and conditions set forth herein.

### 2. SCOPE OF SERVICES

Service Provider agrees to design and deliver professional development training services in accordance with the selections made by the Client.

#### Selected Experience

- Experience Type: \_\_\_\_\_  
*[Signature (1-3) / Half-Day 3-4 / Full-Day (6-8) / Two-Day Intensive (8-12)]*
- Total Duration: [Insert Time] \_\_\_\_\_
- Total Participants \_\_\_\_\_
- Delivery Format: [In-Person / Virtual] \_\_\_\_\_
- Scheduled Date(s): [Insert Date(s)] \_\_\_\_\_
- Location (if applicable): [Insert Location] \_\_\_\_\_

#### Selected Modules

The training experience will include the following modules as agreed upon by both parties:

- [Module Name and Duration] \_\_\_\_\_
- [Module Name and Duration] \_\_\_\_\_
- [Module Name and Duration] \_\_\_\_\_



# Lead Inspire Teach Academy

## **Add-On Services (if applicable)**

The following additional services are included in this Agreement:

- [List Add-Ons and Associated Costs] \_\_\_\_\_
- [List Add-Ons and Associated Costs] \_\_\_\_\_
- [List Add-Ons and Associated Costs] \_\_\_\_\_

## **Facilitation Requirements (if applicable)**

Client acknowledges that additional facilitators may be required based on group size and level of interactivity. Associated costs will be included in the total investment.

- Additional Facilitator & Fee \_\_\_\_\_
- Additional Facilitator & Fee \_\_\_\_\_
- Additional Facilitator & Fee \_\_\_\_\_

## **3. FEES AND PAYMENT TERMS**

The total investment for the services outlined in this Agreement shall be \$[Total Amount] (“Total Fee”). \_\_\_\_\_

A non-refundable deposit equal to twenty-five percent (25%) of the Total Fee is required to secure the scheduled date(s) and services. This deposit must be paid via a Square invoice, which will be issued by the Service Provider. \_\_\_\_\_

The remaining balance shall be due in full no later than thirty (30) days prior to the scheduled event date, unless otherwise agreed upon in writing.

Client acknowledges that the scheduled date(s) will not be confirmed, and no services will be rendered, until the required deposit has been received.

Failure to remit payment in accordance with the terms of this Agreement may result in cancellation of services at the discretion of the Service Provider.



# Lead Inspire Teach Academy

## 4. TRAVEL AND LODGING

For in-person engagements outside of the Service Provider's local service area, the Client agrees to be responsible for all reasonable travel and lodging expenses.

The Client may elect to:

- (a) Book and provide airfare and hotel accommodations directly, or
- (b) Authorize the Service Provider to make such arrangements, in which case the Client agrees to reimburse the Service Provider for all travel-related expenses at actual cost.

All travel arrangements must be confirmed no later than forty-five **(45)** days prior to the scheduled event date to ensure proper coordination.

## 5. CANCELLATION AND RESCHEDULING

The required deposit is non-refundable under all circumstances.

In the event of cancellation by the Client within thirty **(30)** days of the scheduled event date, the Client shall remain responsible for the full balance of the Total Fee due to scheduling commitments and preparation already undertaken by the Service Provider.

Rescheduling requests must be submitted in writing and are subject to the Service Provider's availability. Any payments made may be applied toward a mutually agreed-upon future date.

## 6. CLIENT RESPONSIBILITIES

The Client agrees to provide a suitable environment for the successful delivery of services, including but not limited to:

- Adequate space conducive to the selected experience type
- Necessary audio/visual equipment (if applicable)
- Timely communication and coordination
- Participant readiness and engagement

Failure to provide the necessary accommodations may impact the effectiveness of the training and shall not constitute grounds for refund.



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Academy**

## **7. ADDITIONAL TIME AND SERVICES**

Any request for additional time, services, or modifications beyond the scope outlined in this Agreement must be approved in advance and may be subject to additional fees at a prorated or agreed-upon rate.

## **8. INTELLECTUAL PROPERTY**

All materials, content, frameworks, and training methodologies provided by Lead Inspire Teach Academy LLC remain the exclusive intellectual property of the Service Provider. The Client agrees not to reproduce, distribute, record, or otherwise use such materials for commercial purposes without prior written consent.

## **9. MEDIA CONSENT & RECORDING CONSENT**

The Client acknowledges and agrees that the Service Provider retains the right to photograph, record video, and capture audio during the training session(s) for promotional, marketing, and content creation purposes.

Such materials may be used by Lead Inspire Teach Academy LLC across platforms including, but not limited to, social media, websites, marketing materials, and future promotional content.

The Client agrees to inform participants of this policy in advance. If any participant does not wish to be recorded or photographed, the Client is responsible for notifying the Service Provider prior to the event so reasonable accommodations can be made.

## **10. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Lead Inspire Teach Academy LLC shall not be held liable for any indirect, incidental, special, or consequential damages arising out of or related to participation in the training services provided under this Agreement.

Lead Inspire Teach Academy LLC maintains active commercial general and professional liability insurance coverage through **Lloyd's of London**, administered by Veracity Insurance Solutions, LLC, with coverage limits of **\$1,000,000 per occurrence and \$2,000,000 aggregate**.

The Client acknowledges and agrees that any liability of the Service Provider, whether in contract, tort, or otherwise, shall be limited to the total amount of fees paid by the Client



# Lead Inspire Teach Academy

under this Agreement and shall not exceed the limits of the Service Provider's applicable insurance coverage.

Any claims shall be subject to the terms, conditions, limitations, and exclusions of the Service Provider's insurance policy. A Certificate of Insurance may be provided upon request.

## 11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations, or agreements, whether written or oral. Any amendments to this Agreement must be made in writing and signed by both parties.

## 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

## 13. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Service Provider:** \_\_\_\_\_ Lead Inspire Teach Academy LLC

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Client:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_