

Letter of Agreement for Independent Contractor Services
OnyxEd Online Learning of Onyx Online Education, LLC
Group Training Classes

AGREEMENT entered into as of this _____ day of _____, 2022 between the Director and the Sponsoring Organization as listed below.

(Hereinafter referred to as the “Sponsoring Organization or Client”) and **Ashan R. Hampton**, (Hereinafter referred to as the “Director”). The Parties hereto agree as follows:

Sponsoring Organization: _____

Representative’s Name: _____

Contact Phone: _____

Contact Email: _____



All fees must be paid before enrollment as outlined below.

How will the group enrollment fee be paid?

Credit/Debit _____ **Check/Money Order** _____ **Zelle (ACH)** _____

1. **Services to be Rendered.** The Director agrees to perform the following services for the Client: Provide online writing and communications courses via the Director’s proprietary LMS web-based online course platform in the form of group enrollment for a single course (single not bundled) delivered to participants from the Sponsoring Organization. The terms “courses” and “classes” are used interchangeably throughout.

Name of Class: _____

2. **Duration:** _____ **Start Date:** _____

3. **Number of Participants:** _____

4. **Materials to be submitted by the Representative of the Sponsoring Organization:** Completed registration form, contract, payment and list of participants.

5. **Admin Fee:** A one-time \$75 administrative fee per course is required to cover the cost of reserving private course access for your group.

6. **Group Course Duration: 3 days, 3 months or 6 months (Extra time).** All students are allowed to complete the course within the contracted time-frame. Six months require additional fees that will be indicated on the invoice. The course will expire after the time limit. However, the course could be administratively closed after the last paid student has completed the course, even if it is before the course expiration. **Extra time (six months)** is calculated as $1/2$ the course fee x # of students + \$75 admin fee. For example, if you enroll 10 students at \$207 per person, the fee for extra time will be calculated as follows: $\$103.50$ ($1/2$ per person course fee) x 10 (# of students) + \$75 (admin fee) = \$1110. You would pay an extra \$1,110 in addition to the total group enrollment fee. The admin fee for extra time is separate from the course enrollment admin fee.

7. To receive a discount, each group class requires a minimum of **five (5) participants**.

8. **Group Registration Requirements:** A list of participants and payment in the form of a check, money order, credit/debit card or Zelle ACH covering the total amount due must be submitted before students are enrolled and course access information is distributed to the group representative. Checks must be cleared before student enrollment begins.
9. **Payment Calculations:** The total payment equals the price of the class per person multiplied by the total number of participants, plus the administrative fee. **For example:** \$117 (course price) x 15 (# of participants) + \$75 (admin fee) = **\$1830**.
10. **Group Payment Procedure:** The Director will send the group representative a private course page link with one total price that covers participant course and administrative fees for five (5) or more students. Checks and money orders are discouraged, but not excluded. Students can begin enrolling once payment is successfully processed.

Rescheduling 3-Day Blast sessions without Cancellation

1. The sponsoring organization is allowed to reschedule class sessions to fit its needs. **However, rescheduling must occur BEFORE any participants have been enrolled in the course(s). The sponsoring organization cannot reschedule a class once participants have been enrolled.** If payment has already been received, no money will be refunded. **The number of participants must match the original payment for the reschedule.**
2. For example, if the sponsoring organization paid for 25 participants, only 25 people will be allowed to access the class when it is rescheduled. **If one participant drops out, another can be swapped in that person's place, not to exceed the original number of participants.**
3. If a participant is replaced, the contact person for the sponsoring organization must submit registration information for the new person to the director before the class session begins.
4. If additional participants want to join the rescheduled class, additional registration fees must be submitted for these new enrollees before class begins. However, no additional administrative fee will be assessed.

Termination of Contract: This Agreement shall be effective on the signed date of this contract below or when students first enroll in the course, if the contract is not signed and returned. The contract shall continue until services are delivered as determined by the duration of the course. New services or enrollment for different courses require a new and different contract.

No refunds: The Director and the Sponsoring Organization agree that payment signifies the due intentions of both parties to fully deliver and participate in the scheduled online class sessions. No money will be refunded once payment has been received and processed. Instead, best efforts will be made to reschedule and deliver the contracted services. However, if some unforeseen circumstance absolutely prevents the director from delivering the session as scheduled, only then will issuing a refund be considered. A change of mind, buyer's remorse or a change of decision-making leadership on the organization's behalf does not constitute a justifiable reason for a refund.

Warranties. The Director warrants as follows:

- (A) The Director is fully able to enter into and perform his/her obligations pursuant to this Agreement. The Director is solely responsible for directing and controlling the performance of the Services, including the time, place, and manner in which the Services are performed. The Director shall use best efforts, energy, and skill to perform the services described in this contract.
- (B) All services shall be performed in a professional manner.
- (C) If employees or subcontractors are to be hired by the Director they shall be competent professionals that will deliver services in the same manner as the Director.
- (D) The Director shall pay all necessary local, state, or federal taxes, including but not limited to withholding taxes, workers' compensation, F.I.C.A. and unemployment taxes for the Director and employees.

- (E) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.
- (F) All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.
- (G) This Agreement does not create an obligation on the Sponsoring Organization or Client to continue to retain the Director's services beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

Relationship of Parties. Both parties agree that the Director is an independent contractor. This Agreement is not an employment agreement, nor does it constitute a joint venture or partnership between the Sponsoring Organization or Client and Director. Nothing contained herein shall be construed to be inconsistent with this independent contractor relationship. The Sponsoring Organization or Client and Director expressly agree and understand that the Director is an independent contractor and nothing in this Agreement shall be construed in any way or manner to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, the Director acknowledges that the Director and Sponsoring Organization or Client are not eligible for any company benefits, including, but not limited to, health insurance, retirement plans or stock option plans. The Director is not the agent of the Sponsoring Organization or Client and is not authorized and shall not have the power or authority to bind the Sponsoring Organization or Client or incur any liability or obligation, or act on behalf of the Sponsoring Organization or Client. At no time shall the Director represent that it is an agent of the Sponsoring Organization or Client, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Sponsoring Organization or Client.

THE ABOVE IS SIGNED AND AGREED TO BY THE SPONSORING ORGANIZATION (CLIENT) AND THE DIRECTOR (Ashan R. Hampton) as of the date first set forth below:

Client Designee _____
e-Signature or Typed Name

Date Signed: _____

Director _____
e-Signature or Typed Name

Date Signed: _____