

## ELECTROFISHING COURSE AGREEMENT

### SECTION 1.0

#### SERVICES OFFERED

##### 1.1 Services Offered

Whereas it is desired to have an Electrofishing Course to provide CUSTOMER a training course to educate participants about electrofishing principals, equipment, fish injury, and personal safety. The following terms and conditions are offered and set forth in this agreement.

### SECTION 2.0

#### GENERAL TERMS AND CONDITIONS

##### 2.1 Course Format

The first day will be held in a classroom where the instructor will present information on electrical theory, electrofishing equipment, electrofishing equipment operation and techniques, personal safety equipment, and safety techniques. The remaining day(s) will consist of field application of techniques and final exam. The in-field instruction will be limited to 12 participants per field day (6 students in the morning, 6 in the afternoon), per instructor.

##### 2.2 Service Agreement Validation

Before this agreement is valid, a signed original of this agreement must be issued by the CUSTOMER and returned to Smith-Root, Inc. no less than **14 days prior** to courses being held at our headquarters. For courses being held at your location **45-days prior** to scheduled course date. A purchase order for the total cost of the class must be returned with this agreement. If a purchase order or payment arrangements are not in place, the course will not be booked and travel arrangements will not be finalized until payment is received.

##### 2.3 Cancellation Policy

**a. Course held at your location.** Travel arrangements are quoted at a **30-day advance** purchase price. If the CUSTOMER cancels the course after travel arrangements have been made; The CUSTOMER agrees to pay all charges incurred including penalties as well as a 10% cancellation fee of the total purchase price.

**b. Course held at Smith-Root, Inc. headquarters in Vancouver, WA USA.** CUSTOMERS who wish to cancel their reservation in writing must do so at least 30 days prior to the course date in order to receive a 90% refund. Cancellations less than 30 days and not less than 1 week prior to the course date will receive an 80% refund. Cancellations less than 1 week prior to the course date will receive a 50% refund. Customers may designate substitute attendees. Please fax notice of cancellation or substitutions to fax number: 360-573-2064. "No shows" will forfeit the full course fee. Smith-Root, Inc. reserves the right to cancel any course, which does not receive sufficient enrollment. If the course is cancelled the CUSTOMER is entitled to a full refund limited to the amounts actually paid and shall not be extended to cover any other costs incurred by the CUSTOMER.

##### 2.4 Permit, Facility and Equipment Requirements (for course held at your location)

These requirements are fully explained in the attached Introduction to Electrofishing form 00196. Smith-Root, Inc. will obtain permitting only for courses taught at our facility. Initial here that you agree to these requirements: \_\_\_\_\_

##### 2.5 Insurance Requirements

The CUSTOMER must provide Smith-Root, Inc. with proof of general liability insurance to cover the participants in and out of the classroom and at all times while the course is being taught. All participants are required to sign a liability waiver.



**2.7 Cost/Date**

- a. Cost for course at Smith-Root, Inc Vancouver, WA USA. **Dollar amount:** \_\_\_\_\_ **Course Date:** \_\_\_\_\_
- b. Cost for course held at your location. The CUSTOMER agrees to pay Smith-Root, Inc. the dollar amount provided on the attached quote. **Dollar amount:** \_\_\_\_\_ **Initial:** \_\_\_\_\_ **Course Date:** \_\_\_\_\_

**2.7 Participant Information**

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**2.8 Payment Options**

**Billing Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Customer Purchase Order #:** \_\_\_\_\_ **If paying by credit card (circle one):** *Visa / Master Card / American Express*

**Card No.:** \_\_\_\_\_ **Security Code:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ **Authorized Name on Card:** \_\_\_\_\_

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

**SECTION 3.0**

**ACCEPTED**

I, the undersigned CUSTOMER, specifically acknowledge that I have read and fully understand and agree to be bound by all of the terms, conditions, and provisions hereof. CUSTOMER acknowledges that he/she has received a true and correct copy of this agreement including the terms at the time of execution hereof.

This Agreement made on this date of, \_\_\_\_\_ 20\_\_\_\_\_ is between Smith-Root, Inc. and:

Agency or Customer Name: \_\_\_\_\_

\_\_\_\_\_  
Authorizing Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Authorizing Signature \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Received by Smith-Root, Inc. \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Signature \_\_\_\_\_ Title: \_\_\_\_\_