

Letter of Agreement for Independent Contractor Services
Onyx Online Education & Training Group 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: _____

Street Address: _____

City, State, Zip: _____

Contact phone: _____

Contact email: _____



All fees must be paid before scheduled online class(es) as outlined in contract items #1-9.

Sponsoring organization making payments? ___yes ___no

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 one-time classes (single not bundled) delivered for 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 Sponsoring Organization:** Completed registration form, contract, invoice, payment; list of participants (optional).

5. **Class Bundle Fee:** Price per person, plus a one-time \$75 administrative fee (per class).

6. **Admin Fee:** A one-time \$75 pre-registration administrative fee per class is required to cover production costs and is added to the total cost of the group enrollment course session.

7. **Course Duration:** 3 business days, 24/7 access for a regular session or a 10-day extended session.

8. Each bundle requires a minimum of **five (5) participants** and a maximum of **500 participants**.

9. **Group Registration Requirements:** Completed registration forms, contract, invoice, and a check, money order, credit/debit card or Zelle ACH payment covering the total amount due must be submitted before the online class session begins. Checks must be cleared before student enrollment begins.
10. **Payment Calculations:** The total payment for a regular session 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 (3 days)**. **Extra time** would be an additional \$33.50 (per student) x 15 students x 7 days = \$3,517.50 (Extra Time) + \$1830 (Course Fee) = **\$5,347.50 (10 days)**.
11. **Rescheduling without Cancellation:** 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. 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.** 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. If additional participants want to join the rescheduled class, additional registration fees equaling the price already paid per person must be submitted for these new enrollees before class begins. However, no additional administrative fee will be assessed.
12. **Termination:** This Agreement shall be effective on the signed date of this contract below and shall continue until services are delivered as determined by the duration of the monthly course bundle subscription. For example, for a 3-month subscription, this contract between the Director and the Client shall be terminated. Continuation of services or new services require a new and different contract.
13. **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: _____

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