

**Letter of Agreement for Independent Contractor Services  
Onyx Online Education & Training Course Bundle Monthly Subscription**

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) \_\_\_

**Services to be Rendered.** The Director agrees to perform the following services for the Client: Provide writing and communications courses via the Director’s proprietary web-based LMS in the form of **bundled online courses** delivered as a paid monthly subscription for group participants from the Sponsoring Organization. The terms “courses” and “classes” are used interchangeably throughout.

**Name of Class(es):** \_\_\_\_\_

1. **Duration:** \_\_\_ 3 months, \_\_\_ 6 months \_\_\_ 9 months \_\_\_ 12 months      **Start Date:** \_\_\_\_\_
2. **Number of Participants:** \_\_\_\_\_
3. **Materials to be Submitted by Sponsoring Organization:** Completed registration form, contract, invoice, payment; list of participants (optional).
4. **Class Bundle Fee:** Price per person, plus a one-time \$75 administrative fee (per class).
5. **Admin Fee:** A one-time \$75 administrative fee per class is required to cover production costs and is added to the total cost of the course bundle monthly subscription.
6. **Course Subscription Duration:** 3 months, 6 months, 9 months or 12 months; 24/7 access.
7. Each bundle requires a minimum of **ten (10) participants** and a maximum of **500 participants**.

8. **Group Registration Requirements:** Completed registration forms, contract, and credit/debit card payment covering the total amount due must be submitted before the online class session begins. **Since monthly charges will be recurring for the duration of your session, a card must be submitted as payment.** No other forms of payment are accepted for the course bundle subscription.
9. **Group Bundle Discount:** A percentage of the course bundle fee will be deducted from the overall total cost of your monthly subscription according to the number of enrolled participants as follows:

Number of Participants	Group Percentage Discount
10-50	5%
51-99	10%
100-500	20%

10. **Payment Calculations:** # of participants x Course Price per Person x (# of courses) + \$75 (admin fee per course) - % discount ÷ # of months. **Example:** 60 (participants) x \$117 (course price) x 3 (# of courses) + \$225 (admin fee x 3) = \$21,285 – .05% (\$1064.25 discount) = \$20,220.75 ÷ 3 (# of months) = **\$6,740.25 (your monthly payment due in three installments).**
11. **Missed Payments:** If a monthly subscription payment is missed for any reason (e.g., card expiration or lack of funds), the group contact person will be immediately notified. Sufficient payment must be submitted immediately. When an attempted payment fails, enrolled participants automatically lose access to the course content. If the outstanding payment is successfully made during these attempts, course access will be restored. The LMS system will automatically try to recover payment three times. (However, it is best for the group contact person to manually update the payment.) If all three attempts at processing the payment fail, the subscription will be removed and access to the course revoked. To restore access after three failed payment attempts, the Sponsoring Organization will need to purchase the course subscription bundle again at the full rate as listed on the original contract. In this case of payment renewal, the original contract will stand and a new contract will not be necessary. Missed payments will bar participants from accessing the course, but will not affect their course progress. When payment has been restored, participants can simply continue the course from where they left off.
12. **Rescheduling the Start Date 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.
13. **Cancellation and Termination:** Once the subscription has been purchased, payment cannot be cancelled before the agreed upon duration of the subscription. For example, if the Sponsoring Organization has paid for a 3-month subscription, the client cannot cancel the courses and stop payment at month two before the second payment. Doing so would cause undue hardship on the Director and the company, Onyx Online Education, LLC. **By signing this contract and registering for the course subscription bundle, the Sponsoring Organization or Client agrees to make every monthly payment via debit/credit card until the subscription ends.** 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 after three months. Continuation of services or new services require a new and different contract.

14. **Unavoidable Early Cancellation:** If for some reason the course bundle subscription absolutely has to be cancelled before the contracted duration, and no restoration of payment is made, then enrolled participants will lose course access as previously stated in #12 *Missed Payments*. **However, because the Sponsoring Organization intends to completely cancel early and stop all payments, students will not only lose access to all course content, but also to their progress on all lessons.** Students who have not completed courses will not be allowed to finish nor will they receive certificates of completion. Only students who have completed all lessons in a course at 100% will receive certificates at the time of cancellation for any course they have successfully completed.
15. **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 or early termination.

**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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\*\*\* This contract can be electronically signed and emailed with the free version of DocuSign if an Adobe signature cannot be created. \*\*\*

**Please return to: [ashan@onyxedonline.com](mailto:ashan@onyxedonline.com)**