

Before I go any further, there is something that is extremely important that each and every reader of this file must know:

I am not, repeat **NOT**, a lawyer. More specifically, I am not YOUR lawyer. I make no representations whatsoever that using the enclosed language will do anything at all for you, including protecting your interests or making it easier to deal with a training center or obtain a refund for poorly delivered training. No warranty, express or implied, as they say. **If** all goes well, use of this language as an addendum to your contract **may** give you the right to sue for breach of contract. That may cost a good deal of money and there is no guarantee that you will win. With that in mind, here is my license agreement for use of this file:

----- start of license agreement -----

You may use this file for any purpose you wish, as long as you comply with all of the following terms and conditions:

1. Know that I am not a lawyer. Know that I have no law license, and no legal training.
2. If you have even a fleeting thought of holding me or any of my associates legally responsible for any situation that arises from your use or failure to use any portion of this file, you may not use this file or any portion of this file. Delete it from your drive, shred any hard copies, and move on with your life with my best wishes.
3. You may distribute this file **ONLY** if you leave it completely intact. Every byte, every letter, every line must be included. There can be no charge of any kind for this file, whether delivered in electronic form or in hard copy. If you wish to distribute it on a wide-scale basis via CD-ROM or other media, contact the author for written permission.
4. Reread points 1 through 3 above until you are certain that you understand that I'm not a lawyer, that you're not going to blame me for anything, and you aren't going to strip off this license agreement and send it to your friends or try to sell it.
5. The purpose of this document is **not** to give you, as a student and customer of any learning center, the ability to receive free instruction by demanding a refund even if you learn what the center promised to teach you. This is not a license to be a schmuck. But it is a very good way to gauge just how serious your learning center is about the verbal promises their salesmen are making about them. If they won't sign a piece of paper saying what they've told you verbally in the sales pitch, run away and save your money. But **don't** use this as a way to swindle a business that actually provides what it says it will.
6. **You** will decide what is or is not acceptable from your learning center. If there is language in their contract that severely limits your rights, it's probably there for a reason, and usually not a good one. Use this form wisely.

----- end of license agreement -----

OK, now that we've covered the legal weasel stuff, we can get on to the form, but first a very quick word of instruction. Assuming you wish to go ahead with training, have your salesman sign both copies of the addendum before you sign their contract. Look at their contract and cross out (strike) any provisions you don't agree with. Fill in or cross out ALL blank lines on the contract and the Addendum. If the center doesn't like a provision and you can live without it, strike it.

Addendum to contract to provide instruction services, entitled:

(Print the title exactly as it is printed on the Learning Center's contract)

1. This addendum amends the agreement between _____, hereinafter referred to as "Student", and _____, hereinafter referred to as "The Learning Center."
2. **Precedence:** Wheresoever any language in this addendum contradicts language found elsewhere in the contract, the language found in this addendum shall take precedence.
3. **Severability:** If any portion of this contract as amended is declared unenforceable or void, that portion will be deemed to have been stricken and severed from this contract, and the balance of the contract shall remain in full force.

(Strike all provisions that do not apply)

4. **Instructor Qualifications:** The Learning Center expressly represents that each instructor for each course listed within this contract has attained all certifications necessary to teach the course the instructor will be teaching, has passed the certification test presented to students after completion of the course, has maintained the applicable certifications in good standing, and is capable and competent to deliver all instruction relating to the course and the applicable certification test.
5. **Phase-out of certification tests:** The Learning Center expressly states that it is in a position to know if any of the certification tests related to any of the courses are to be discontinued for any reason, and warrants that with the exception of the tests listed below, all of the certification tests for all of the courses listed within this contract will be available for at least twelve months following the date of the signing of this contract.

Name and Number of Test or Course

Last Date test will be available

6. **Cancellation and Postponement of classes:** The Learning Center will not cancel or postpone any class capriciously, or for reasons of low attendance or unprofitability. In the event that circumstances beyond the control of the Learning Center require the cancellation or postponement of the classes, the student will be given not less than seven calendar days notice of the cancellation or postponement, and the student will, at his or her option, be given a full refund for the affected classes or accept a different class schedule and a partial refund of _____ % of the price paid for the course, to compensate the student for his or her inconvenience.

10. **Resumes:** The Learning Center has offered to the Student the right to read and copy the resume of each instructor from whom the Student will be receiving instruction. If for reasons of privacy the full resumes of the instructors are not released, then an abridged resume showing the education, work experience, and certifications obtained by the Instructors has been offered in place of a full resume.
11. **Evaluations:** The Learning Center has made available to the student **all** of the evaluations (feedback forms) that each instructor has received during the twelve month period ending on the date that this contract is signed.
12. **Class Audits:** The Learning Center has offered the Student the opportunity to audit (sit in without charge) any class or classes that the Student is purchasing with this contract, for a minimum of twenty minutes for each day a course is taught. For example, a Five-day course would require a 100 minute audit period to be offered, a One-day course would require only a 20 minute audit to be offered. The Student, if he or she accepts the offer of class auditing, recognizes that the purpose of auditing is to determine whether or not he or she will be able to learn the materials from the Instructor, under the conditions presented by The Learning Center. As such, the Student may or may not be seated at a workstation, may or may not be provided a copy of the course materials, and will be required to remain silent unless addressed and to not distract the paying students.

As a duly authorized representative of _____
 (Learning Center), I hereby accept the terms and conditions contained in this addendum as
 amendments to the Contract to Provide Instruction Services as named on page 1 of this
 addendum.

_____ Print name of Learning Center representative

_____ (Learning Center representative signature)

_____ (Date signed)

_____ Print name of Student

_____ (Student signature)

_____ (Date signed)