



The
Wedding Planning
Institute

a division of Lovegevity, Inc.

LOVEGEVITY'S WEDDING PLANNING INSTITUTE

COLLEGE PARTNERSHIP AGREEMENT

This Lovegevity Wedding Planning Institute College Partnership Agreement (the "Agreement") is made, entered into, and effective on [January 10, 2011] (the "Effective Date"), by and between Chabot College, _____ ("College") and The Wedding Planning Institute, a Division of Lovegevity, Inc., whose principal corporate headquarters are located at 915 Highland Pointe Dr. Suite 250, Roseville, California, 95678, ("Lovegevity"). College and Lovegevity are sometimes referred to individually as "party" and collectively as "the parties."

RECITALS

A. Lovegevity has qualified classroom instructors and online instructors who are available to provide specialized course curriculum and instruction to students of the College enrolled in the courses outlined in Appendix A, attached and incorporated into this Agreement ("Appendix A"), and

B. College desires Lovegevity to provide qualified classroom instructors and online instructors to provide certain specialized course curriculum and instruction to students of the college.

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises below, and for other valuable consideration, the receipt and sufficiency of which are fully acknowledged, the parties agree to the following:

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www.WeddingPlanningInstitute.com
www.Lovegevity.com
915 Highland Pointe Drive, Suite 250
Roseville, CA 95678

Partner Initials:



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TERMS AND CONDITIONS

Section 1. Scope of Services

- 1.1 Provide Instructors. Lovegevity will provide to College qualified instructors to teach the classroom and online courses outlined in Appendix A and selected by College.
- 1.2 Develop Curriculum. Lovegevity will provide a syllabus and/or lesson plan for each course outlined in Appendix A and selected by College. College may review and approve the syllabus and/or lesson plan before the session begins.
- 1.3 Supply educational materials. Lovegevity will supply the applicable textbook, password, and any other supporting educational materials Lovegevity deems necessary for the course to each student after the student has attended two or more course classes, or attended the minimum number of classes set by the no refund policy. College will order textbooks through their account in the College Partner Center in the online Lovegevity Campus Community (<http://www.Lovegevity.com/CPC>).
- 1.4 Issue Certificates of Completion. Lovegevity will provide certificates of completion to each student who satisfactorily completes a course. Certificates will not be issued until College has remitted their invoice in full to Lovegevity. Lovegevity will provide certificates of completion directly to students by U.S. mail or other shipping/tracking services.

Section 2. College Rights/Duties

- 2.1 Supervision. College may directly supervise and observe course instruction, but may not

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interfere with or disrupt such instruction.

- 2.2 College Procedures. College must timely provide Lovegevity with applicable College procedures, including information on parking permits, guest speakers, field trips, etc.
- 2.3 Classroom Supplies. College must provide chalkboard, whiteboard, audio/visual equipment, and any other necessary standard equipment and supplies for each classroom.
- 2.4 Student Enrollment and Tuition.

Enrollment through either party. Students must directly enroll for a session through either College or Lovegevity. College and Lovegevity are solely responsible for handling all student inquiries regarding session enrollment and tuition payment for students enrolled through them. For classroom students, College may hold student tuition until the student drop period has passed in accordance with College's no refund policy.

- 2.5 Session Roster. College must provide Lovegevity's Admissions Office with a session roster for each course that contains each student's name and email address, at least 24 hours before the first course begins. Rosters are uploaded to the College Partner Center. Lovegevity will supply College with account information.
- 2.6 Final Roster. College must provide Lovegevity's Admission Office with a final session roster for each course that contains each student's name and email address, within 24 hours from the student drop period. Rosters are uploaded to the College Partner Center. Lovegevity will supply College with account information.



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2.7 Notification of Dropped Students. Lovegevity will only issue a refund of tuition or refund of enrollment fee when the following conditions are met:

2.7.1 College must notify Lovegevity of any dropped student within 24 hours. Notification must be made through the College Partner Center. Notification must include student name, email address, course dropped and amount of tuition that College refunded or intends to refund to such student, and the basis for any refund of tuition.

2.7.2 Student must return course textbook(s) to College in NEW condition (no marks in book(s) or bending of pages).

2.7.3 Student cannot have accessed with the online curriculum or Lovegevity Online Campus.

If conditions 2.7.1 and 2.7.3 are met but the textbook is returned in used condition College will be invoiced the cost of the course textbook(s): \$199 (CWEP), \$130 (PBSWED, \$ 20 (GWP). If Lovegevity takes enrollment student will be refunded the tuition minus the cost of the textbook(s). If a student does not meet the conditions for a refund they can choose to finish the course online and no refund will be given.

Section 3. Courses

3.1 Type of Courses. Courses may be conducted through classroom instruction with online support, or through on-line instruction only. College must select the courses College wants Lovegevity to provide, which are outlined in Appendix A.

- 3.2 Classroom course details. College and Lovegevity must mutually agree upon the contact hours, dates, times, and the location of each classroom course, including the address and room number, at least thirty (30) days before the first day of the course.
- 3.3 Course Duration. Courses run based on the timelines outlined in Appendix A.
- 3.4 Continuing On-line Access. Wedding and Event Planning Certification students may extend their six (6) month online access for \$99.00 per three (3) month extension, payable directly to Lovegevity.
- 3.6 Minimum/Maximum Students. Classroom courses must have at least ten (10) enrolled students per course and no more than thirty (30) enrolled students per course, unless agreed otherwise in writing signed by both parties.
- 3.5 Session Cancellation. If Lovegevity cancels any session due to lack of enrollment, any enrolled students may immediately transfer into an online only course with an option to transfer back into a classroom course should one later become available. Other terms and conditions may apply.

Section 4. Compensation

- 4.1 Payment. If College collects student tuition, Lovegevity will invoice college upon completion of the session drop/add period. College must remit the College Fee per student as specified in Appendix A within 30 days of receipt of invoice. If Lovegevity collects student tuition, Lovegevity will remit payment of collected tuition minus the College Fee as specified in Appendix A per student to College within 30 days of completion of the session drop/add period. College must submit



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invoicing requirements prior to session start date. Certificates will not be issued until College has remitted their invoice in full to Lovegevity.

- 4.2 Late Fees. College must pay interest to Lovegevity on any outstanding fees at the rate of ten (10) percent per annum. Certificates will not be issued until College has remitted their invoice in full to Lovegevity including late fees.

Section 5. Term and Termination

- 5.1. Term. The Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with this Section 5.

5.2 Termination.

5.2.1 Either party may cancel this Agreement for any reason by providing thirty (30) days written notice to the other party.

5.2.2 If either party terminates this Agreement, Lovegevity must complete, and College must allow Lovegevity to complete, any course of instruction currently in progress unless the parties mutually agree otherwise in writing.

5.2.3 If College terminates this Agreement for any reason other than material breach by Lovegevity of this Agreement, College must pay Lovegevity for all expenses incurred by Lovegevity, including, but not limited to, new hires, materials, shipping, attorneys fees, and marketing on the College's behalf. Textbooks currently cost \$199.00.



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Section 6. Independent Contractor

Lovegevity is an independent contractor. Lovegevity is not a partner, agent, or employee of the College for purposes of worker's compensation or any other purpose.

Section 7. Indemnification

Each party must indemnify, defend, and hold harmless the party from and against any and all claims, liabilities, damages, costs, and attorneys' fees, relating to this Agreement or its performance, to the extent that such claims, liabilities, costs, and fees arose from the sole and active negligence or intentional wrongful acts of the other party.

Section 8. No Recruiting/Proprietary Information

8.1 No Recruiting. Each party must not directly or indirectly actively recruit the other party's employees, contractors, representatives, or any other person acting on the party's behalf, for at least one (1) year from the termination of this Agreement. "Actively recruiting" includes, but is not limited to, discussion, solicitation, or offer of employment. This provision survives the termination of this Agreement.

8.2 Propriety Information. College must not independently use, or provide to any other party, any of Lovegevity's information, strategies, lectures, ideas, materials, instructors, trademarks, logos, copyrights, or any other similar type of information. This provision survives the termination of this Agreement.



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Section 9. Governing Law, Jurisdiction/Venue, and Attorneys' Fees

9.1 Governing Law. Unless specifically provided otherwise in this Agreement, this Agreement is governed by and construed in accordance with the laws of the State of California.

9.2 Jurisdiction/Venue. If either party initiates litigation involving this Agreement, jurisdiction is in California and venue is in Placer County. Both parties waive objections to jurisdiction and venue (due to inconvenient forum or otherwise) for such lawsuits.

9.3 Attorneys' Fees.

Unless specifically provided otherwise in this Agreement, each party must bear its own attorneys' fees, costs, and expenses, incurred in any legal action, arbitration, or other legal proceeding brought to enforce or interpret the terms of this Agreement.

Section 10. Entire Agreement

This Agreement embodies the entire agreement between the parties, unless specifically modified otherwise in writing signed by the parties.

Section 11. Severability

If a court or arbitrator finds any provision of this Agreement invalid, unenforceable, or void, all other remaining provisions of this Agreement remain in full force and effect.

Section 12. Waiver

A party's failure to insist on or to enforce any provision of this Agreement cannot be construed as a waiver of any provision or right under this Agreement.

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Section 13. Survival

All terms and provisions of this Agreement that specifically provide they survive the termination of this Agreement, or by their nature should survive the termination of this Agreement, will so survive.

Section 14. Notices

All notices required under this Agreement must be given by mail, electronic mail, fax, or hand delivery as follows:

COLLEGE	Lovegevity, Inc.
Attn:	Attn: Cho Phillips
[Address]	[address]
Telephone:	Telephone:
Fax:	Fax:
Email:	Email:

By their duly-authorized signatures below, the parties execute this Agreement as of the Effective Date.

COLLEGE Name: _____ State: _____ By: _____ (Print) College Representative, Program Director By: _____ (Sign)	LOVEGEVITY, INC. ROSEVILLE, CALIFORNIA By: <u>Cho Phillips</u> (Print) Executive Director By: _____ (Sign)
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From Appendix A, please list the courses that you will offer through your school:

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Appendix A

Please initial the box on the right and add proposed class schedule for the classroom certification course.

The Wedding Planning Institute Course Catalog/Tuition & Fee Schedule 2010				
Classroom with Online Access				
Course or Service Name	Course Description	Suggested Tuition	LWPI Fee	Partner Initials
CWEP - Wedding and Event Planning Certification – Classroom Option	LWPI Classroom Certification Course (textbook, online access and classroom instruction) (30-40 contact hours)	995.00 – 1,495.00	795.00	
PBSWED – Preston Bailey's Signature Wedding & Event Design Course	This course will allow students to experience the step-by-step processes and techniques utilized by one of the globe's leading wedding and event experts, industry pioneer Preston Bailey. Students receive 4 Preston Bailey books, online instruction and a certificate of completion. (30-40 contact hours)	1,195.00 – 1,695.00	975.00	
CWEP and PBSWED Bundle	Students receive access to both online course curriculums and all five course textbooks. (40 contact hours)	1,995.00 – 2,495.00	1,675.00	
CWEP - Wedding and Event Planning Certification – Seminar Option	One Day Seminar Instruction, Online and Textbook Curriculum and Support	1,195.00	995.00	
Classroom Only Courses				
CEP – Corporate Event Planning Certification – Classroom Option	Corporate Event Planning Certification Course – textbook-based and classroom instructor	995.00 – 1,495.00	795.00	
Online Only Courses				
CWEP - Wedding and Event Planning Certification – E-Learning Option	LWPI Online Certification Course (textbook and online support)	995.00 – 1,295.00	795.00	
CWEP - Wedding and Event Planning Certification - Online Only Option	LWPI Online Certification Course (online curriculum only, no text book)	795.00	695.00	
CWEP - Wedding and Event Planning Certification – E-Learning Option Spanish Version	LWPI Online Certification Course (online curriculum only, no text book)	795.00	695.00	
CWEP - Wedding and Event Planning Certification – Self Study	LWPI Certification Course (Self-Study, textbook, no online)	599.00	499.00	
GWP - Going Green: Green Weddings and Green Business Practices	Going Green: Green Wedding Planning Techniques and Resources as well as Green Business Practices – online curriculum with textbook included	595.00 – 795.00	395.00	
Packaged Courses (Classroom with Online Access)				
CWEP and GWP – Classroom or online Certified Wedding & Event Planning plus online Green Wedding Planning courses	LWPI Classroom Certification Course (textbook, online access and classroom instruction) plus Going Green: Green Wedding Planning Techniques and Resources as well as Green Business Practices (30-40 contact hours)	1,295.00 – 1,995.00	995.00	

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