

School and Youth Organization

APPLICATION AND AGREEMENT

The Great Expectations Program for High-Potential Teenagers



Instructions: Please print a hardcopy of this form, complete all portions and then mail the signed original with a school or organization check for US\$1995 to:

**The Leadership Capital Group LLC
c/o Application Processing
Post Office Box 66
Stony Brook, New York 11790**

ABOUT YOUR SCHOOL OR YOUTH ORGANIZATION

NAME OF SCHOOL / ORGANIZATION: _____

SCHOOL OR ORGANIZATION TYPE:

- _____ Accredited Public School District
- _____ Accredited Private School District
- _____ Accredited Public Secondary School Only
- _____ Accredited Private Secondary School Only
- _____ Youth Organization
- _____ Other: (Please Specify) _____

STREET ADDRESS: _____

CITY / STATE / ZIP _____

PHONE # (MAIN OFFICE): _____ WEB ADDRESS: _____

NAME & TITLE OF SCHOOL PRINCIPAL OR ORGANIZATION HEAD: _____

Total Faculty: _____ (Full-Time _____ Part-Time _____)

Year School / Organization Founded or Established: _____

Total Student Enrollment (all Schools in District) or Total Local Membership (if Youth Organization): _____

If School District:

Number of *Elementary Schools* in District: _____ Total enrollment (K-5): _____
Number of *Middle Schools* in District: _____ Total Enrollment (Grades 6-8): _____
Number of *High Schools* in District: _____ Total Enrollment (Grades 9-12): _____

Name of School or Youth Organization Accrediting Agency: _____

Street Address: _____

City / State / Zip: _____

Phone #: _____ Web Address: _____

Comments:

ABOUT YOUR OFFICIAL SCHOOL OR ORGANIZATION CONTACT

FULL NAME OF THE OFFICIAL SCHOOL OR ORGANIZATION CONTACT: _____

NICKNAME (Optional): _____ TITLE: _____

ADDRESS: _____

PHONE #: _____ EMAIL ADDRESS: _____

SHIRT SIZE: (Please Circle One): **Female:** S M L XL XXL **Male:** S M L XL XXL

YOUR SHIPPING INFORMATION

Please Note: This is the shipping information we'll use unless specified otherwise on a Student Materials Order Form. Standard shipping & handling is included in the price of selected Great Expectations materials, but may not be included for items sold at volume discount. Express & Overnight Shipping is available at client expense. Please specify below if desired, and include billing information.

Recipient's Name: _____ Title: _____

Name of School: _____

Street Mailing Address / State / Zip Code: _____

Special Instructions: _____

YOUR AUTHORIZATION & AGREEMENT

By signing below I authorize The Leadership Capital Group LLC (LCG) to forward all requested materials to the party and location specified. I further acknowledge and agree that:

A) Courseware Ownership and Proprietary Rights. All copyrights, patents, trade secrets, concepts, techniques or other intellectual property rights associated with any ideas, concepts, creations, designs, techniques, inventions, processes, clients, customers, works of authorship, course materials, documentation or LCG Courseware developed, created or used by LCG or its personnel shall remain the sole and exclusive property of The Leadership Capital Group LLC and are proprietary information of that party. LCG reserves all rights not expressly granted in writing. Members, employees, agents or representatives of the school or youth organization identified in this Application and Agreement may not copy, modify, or transfer the LCG Courseware, or any copy thereof, or use LCG Courseware, name or logo in any way other than the way intended and described by LCG in its materials without the express written permission of The Leadership Capital Group LLC. In addition, such members, employees, agents or representatives of the school and/or youth organization identified in this Application and Agreement may not rent, lease, disseminate, sublicense, assign or loan the LCG Courseware or any part thereof. No right, title, or interest in or to any trademarks, service marks, or trade names of The Leadership Capital Group LLC is granted hereunder and any use thereof will inure solely to the benefit of The Leadership Capital Group LLC. The LCG Courseware is protected by United States copyright law and international treaty. Unauthorized reproduction, use or distribution is subject to civil and criminal penalties. The undersigned and all other members, employees, agents and/or representatives of the school and/or youth organization identified in this Application and Agreement agree to take adequate steps to protect the LCG Courseware from unauthorized disclosure or use.

B) Indemnification. The Leadership Capital Group LLC, its members, affiliates and divisions serve solely as a provider of courseware to the school and/or youth organization identified in this Application and Agreement, and assume no responsibility whatsoever for any aspect of the administration, promotion and/or delivery of any Great Expectations program, the safety of program participants or the conduct of any school or organization member, official or representative. The school or youth organization identified in this Application and Agreement agrees to indemnify,

defend and hold harmless The Leadership Capital Group LLC and its members, divisions and affiliates from and against any and all loss, damage, liability and expense (including reasonable attorneys fees and costs) arising out of any claim based on any aspect of the administration, promotion and/or delivery of any Great Expectations Class(es) within its control and/or supervision.

C) Relationship. The members, employees and representatives of the school or youth organization identified in this Application and Agreement, further acknowledge and agree that nothing contained in this Application and Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other; (ii) deem the parties to be acting as agents, partners, joint ventures, co-owners or otherwise as participants in a joint undertaking; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

D) Excused Performance. The Leadership Capital Group LLC and/or its members shall not be liable in any way for any delays in, or any failure of, services performed hereunder due to any wrongful or negligent act or omission of the school and/or youth organization identified in this Application and Agreement, or its members, employees and agents; and/or said school or youth organization's members, employees and agents failure to follow or make reasonable and necessary adjustments to the instructions provided to it based on local conditions, or prevailing law. Neither party shall be liable or deemed in default for any delay in performance under this Agreement resulting directly or indirectly from acts of God, war, insurrection, national emergency, fires, storms, labor disputes, acts of vandals or hackers, acts of civil or military authority or any other cause beyond the reasonable control of such party.

E) Miscellaneous. The terms of this Agreement shall be governed in accordance with the laws of The State of New York and the school and/or youth organization identified in this Application and Agreement expressly agrees that exclusive jurisdiction for any claim or dispute with LCG or relating in any way to the LCG Courseware resides in the County of Suffolk in the State of New York. The school and/or youth organization identified in this Application and Agreement further agrees and expressly consents to the exercise of personal jurisdiction in The County of Suffolk in the State of New York (USA) in connection with any such dispute or claim, and to the full use of an independent arbiter at joint and mutually agreed-upon expense prior to the pursuing of any legal action.

The school and/or youth organization identified in this Application and Agreement further agrees to: a) act in good faith in all dealings with The Leadership Capital Group LLC and its affiliates, divisions and/or members, b) appoint an Official School / Organization Contact per the policies established by The Leadership Capital Group LLC, c) assume all responsibility for the setting of a local tuition rate for the Great Expectations process, d) offer the process in a *bundled* format only, e) adhere to all policies and procedures established by The Leadership Capital Group LLC and its affiliates, divisions and/or members, including, but not limited to, all quality assurances and any adjustments to policies in place at the time of signing this Application and Agreement, and f) include all phases of the process and all materials and textbooks in a sole tuition charge established by the school or youth organization.

The school and/or youth organization identified in this Application and Agreement, having been furnished proprietary teaching materials and other company secrets of great competitive value and market value to LCG, further agrees not to develop and/or offer any program or process for public or private sale or consumption determined by The Leadership Capital Group LLC to be competitive with the Great Expectations process or any other The Leadership Capital Group LLC program or service for a period of three (3) years after informing The Leadership Capital Group LLC in writing of its intention to discontinue its relationship with The Leadership Capital Group LLC.

No other terms and conditions shall be included or implied unless agreed to in writing by an authorized representative of the parties. The terms of this Agreement are not assignable or transferable in whole or in part by any member, group, employee or representative of the school and/or youth organization identified in this Application and Agreement without the prior written consent of The Leadership Capital Group LLC. The provisions of the terms of this Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of these terms shall be binding. A waiver of any section of these terms does not constitute a waiver of the whole terms. All notices given pursuant to these terms shall be in writing sent by certified or registered mail (return receipt requested) or overnight express services. All such notices shall be directed to the respective party at the address set forth herein and/or known to the other unless either party notifies the other in writing of a new address. The parties agree that this Agreement is an arrangement between The Leadership Capital Group LLC and the school and/or youth organization identified in this Application and Agreement, and creates no obligations to the school and/or youth organization on the part of LCG's affiliates, employees, members, divisions, subcontractors, or suppliers. The school and/or youth organization identified in this Application and Agreement expressly relinquishes any rights as a third party beneficiary to any agreements between LCG and such parties, and waives any and all rights or claims against any such third party. Each party is duly authorized and empowered to enter into and perform the terms of this Agreement. The parties knowingly and expressly consent to the foregoing terms and conditions.

AGREED TO ON THIS DATE:

Authorized School / Organization Signature: _____ Date: _____

Name (Please print): _____ Title: _____

ACCEPTED BY:

Authorized LCG Signature: _____ Date: _____

Name (Please print): _____ Title: _____

