



BATTLEFIELD LEADERSHIP, LLC LETTER OF AGREEMENT AND CONFIRMATION

This will confirm that Battlefield Leadership, LLC (“BLL”) will conduct a leadership development program (“Program”) for WSTIP (“Client”), sponsored and authorized by Al Hatten (“Sponsor”), on the date(s) September 8-10, 2013 in the Gettysburg, PA area.

Client indicates and BLL understands that there will be approximately 15 participants in the above program on the date(s) specified.

In order to reserve the scheduled time for the above Program, BLL requests that a deposit amounting to approximately 100% of the program fees and expenses for the expected number of participants be paid upon the securing of the above date(s) and signing of this Confirmation Memorandum. An invoice is attached for this purpose.

Client Responsibility

Client agrees that it will pay all agreed upon participant program fees, costs for meeting space and equipment, costs for participant travel, lodging, and food, and any other cost directly associated with participants’ involvement in connection with the Program. Direct accounts may be set up between Client and provider(s) with regard to any meeting, lodging, food, and transportation services utilized in connection with the program. Client also agrees to pay all reasonable and customary travel, lodging, food and other out-of-pocket expenses incurred by BLL facilitator(s) and/or support staff in conjunction with the Program. These out-of-pocket expenses will be billed at cost and reimbursed to BLL by Client as part of the payment of final invoice issued following the Program.

BLL Responsibility

BLL agrees to provide for the design, delivery, facilitation and customization, if any, of the Program defined. Generally, these programs will be either delivered in a meeting room (“classroom-based”) or on-site, usually in either Gettysburg, PA or in the coastal areas of Normandy, France, on an historic battlefield (“battlefield-based”), and will consist of leadership development and executive team development content derived exclusively or largely from combat leadership in a military context. BLL will typically provide bound program booklets, containing information relevant to the Program content, for participants at the Program. Occasionally, if Client preference so dictates, BLL will provide one copy of these proprietary materials to Client for Client’s duplication and distribution to participants, either prior to or at the beginning of the Program. If so, BLL will not provide booklets at the meeting site. Exact content, duration, and appropriate emphasis for the Program will be based on one or more conversation(s) between Client and BLL prior to the Program date(s), in which Client will define certain objectives.

With Client approval, BLL may request that participants complete a pre-conference survey questionnaire, designed to elicit information to assist BLL in its customization and delivery efforts. In such cases, BLL will provide the questionnaire to Client in an electronic format, and Client will typically request that participants return the completed survey document directly to BLL for compilation.

If Client elects to provide any special participant materials for the Program, the responsibility for production and delivery of such materials will be determined between Client and BLL in advance of the Program.

Cancellation and Postponement Provisions

Occasionally, programs may need to be cancelled or rescheduled due to either acts of God or for legitimate business reasons. In the event the Program needs to be postponed or cancelled due to an act of God, the entire deposit will be applied to the Program rescheduled at a later, mutually acceptable date. In the event a Program needs to be cancelled for legitimate business reasons, the following provisions will apply:

(1) **In the event of a postponement**, notice for which is given by Client more than 90 days in advance of the initial date of Program, 10% of the deposit will be retained as an administrative fee, and the remainder (90%) will be applied as a deposit for the rescheduled Program; provided that the Program is rescheduled within 120 days of the originally reserved initial Program date(s).

If the rescheduled date is more than 120 days following the original Program date(s), then 25% of the deposit will be retained as a lost opportunity fee, and the further remainder (75%) will be applied as a partial deposit for the rescheduled Program. In such a case, BLL reserves the right, and would expect, to rebill Client for the portion (25% in this case) of the Program deposit amount retained as a lost opportunity fee, in order to replenish the full deposit amount for the rescheduled Program.

(2) If the postponement notice given by Client occurs less than 90 days but more than 60 days in advance, the provisions outlined in Paragraph 1 above will be followed in the same sequence, but the applicable percentages will be 15% as an administrative fee, and 85% as a deposit for the program rescheduled within 120 days; a reschedule date further than 120 days from the original date would incur a 40% lost opportunity fee.

(3) If the postponement notice given by Client occurs less than 60 days, but more than 30 days in advance, the provisions in Paragraph 1 above will be followed, but the applicable percentages will be 20% as an administrative fee, and 80% as a deposit for a program rescheduled within 120 days; a reschedule date further than 120 days from the original date would incur a 60% lost opportunity fee.

(4) If the postponement notice given by Client occurs less than 30 days in advance but more than ten days (business days) in advance, the provisions in Paragraph 1 above will be followed, but the applicable percentages will be 25% as an administrative fee, and 75% as a deposit for the program rescheduled within 120 days; a reschedule date further than 120 days from the original date would incur an 80% lost opportunity fee at this late a date.

(5) If the postponement notice given by Client occurs ten days or less in advance, the entire deposit will be retained as a lost opportunity fee, and the rescheduling would be governed by a new agreement.

(6) **In the event of a cancellation**, notice of which is given by Client greater than 90 days in advance, 40% of the deposit will be retained by BLL as a lost opportunity fee.

(7) If the cancellation notice given by Client occurs less than 90 days in advance but more than 60 days in advance, 60% of the deposit will be retained by BLL as a lost opportunity fee.

(8) If the cancellation notice given by Client occurs less than 60 days in advance but more than 30 days in advance, 80% of the deposit will be retained by BLL as a lost opportunity fee.

(9) If the cancellation notice given by Client occurs less than 30 days in advance but more than ten days in advance, 100% of the deposit will be retained by BLL as a lost opportunity fee.

(10) If a Program is cancelled ten days or less in advance, Client agrees to pay BLL an additional 25% of the agreed program fee for participants, so that the total lost opportunity fee collected from Client by BLL would equal 75% of the program fee originally agreed upon.

(11) Additionally, in the event of a postponed or cancelled program for legitimate business reasons, Client agrees to pay BLL any unrecoverable out-of-pocket costs such as, but not limited to: non-refundable airline tickets, airline ticket change charges, lodging deposits, transportation deposits, or program materials costs; and, in the event of a postponement, any other cost which BLL may have incurred in preparation for the Program which cannot be immediately recovered prior to the rescheduled Program, and which will have to be incurred again for the rescheduled program.

Confidentiality and Intellectual Property Provisions

BLL will keep all company and personal information gathered from Client and participants in preparation for a Program strictly confidential, and will divulge it only in an aggregate manner and appropriately in connection with Program content and defined objectives. This confidentiality requirement will be extended to all BLL associates, contractors, or employees, if any, associated with BLL in preparation for or delivery of the Program.

Any BLL materials or program content utilized in connection with a Program shall be considered BLL proprietary information, protected by all applicable, customary and reasonable intellectual property provisions normally attached to such information; except, however, for any such provisions which may be amended or superseded by execution of a separate agreement between Client and BLL.

Program Costs

For any customization, design and preparation services for either battlefield-based or classroom-based programs, completed in BLL offices and utilizing either electronic or telephonic communications with Clients and not involving travel, BLL will charge the rate of \$4,000 per diem, based on an eight-hour day.

Separate from any applicable customization, design or preparation fees, BLL will charge a per-participant fee for the delivery and facilitation of Program(s). This fee does not include other program costs, such as pre-reading texts or pre-viewing video, program booklets, food, lodging, or travel for participants or BLL, or any special program apparel, materials, or mementos. Program fees do include reasonable travel time to and from delivery sites for BLL facilitators.

Classroom-based Programs

Classroom-based programs may be delivered in formats of differing lengths, but the existing formats of 4, 6, 8 and 12 hours are recommended for maximum efficiency and impact. Classroom programs will usually involve pre-reading or viewing assignments, which are intended to create a baseline knowledge level among participants so that progress into program-specific battlefield content can be accelerated.

Formats up to 8 hours can usually be accommodated within a single day’s time commitment, and program fees are charged on a per-day basis. In the case of programs which require a modular delivery of Program elements in which they are offered between other meeting content covering a period of more than one or two days, a different fee structure than the one below could be developed based on delivery requirements in keeping with Client needs.

Generally, the classroom program fee will be applied on a per-diem basis as follows:

<i>Up to 20 participants (a minimum of 20 persons will be charged)</i>	<i>\$ 16,000</i>
<i>Participants 21-30, additionally per-person</i>	<i>\$500</i>
<i>Participants 31-40, additionally per person</i>	<i>\$400</i>
<i>Participants 41 and above, additionally per person</i>	<i>\$250</i>

For groups exceeding 30 participants, a second BLL facilitator will be required to assist with group dynamics and logistics, but group size is not necessarily limited (except for meeting site-related considerations); however, a group size greater than 80 tends to begin to interfere with delivery effectiveness. For each additional facilitator, there will be a \$6,000 added charge.

Battlefield-based Programs (Gettysburg, PA)

Gettysburg battlefield-based programs typically involve a three-day time commitment, with arrival on-site the afternoon of day one and departure early afternoon of day three. Certain variations to this format can be arranged, but the fee would remain as below stated for battlefield-based programs involving three half days on the battlefield. The fee will be applied as follows:

<i>Up to 12 participants (a minimum of 8 persons will be charged)</i>	<i>\$2,500 per</i>
<i>Participants 13-18</i>	<i>\$2,250 per</i>
<i>Participants 19-24.....</i>	<i>\$2,000 per</i>
<i>Participants 25 and above.....</i>	<i>\$1,900 per</i>

Generally, due to transportation and/or lodging considerations, recommended group size is typically limited to 24. However, larger groups may be able to be accommodated.

Programs in Normandy, France involve a four-day time commitment in addition to travel, and entail logistics and other considerations significantly more complex and costly than those associated with Gettysburg programs, so Normandy program fees are generally approximately three times those for Gettysburg. Specific fees would be based on final program design, but arrival on-site in Normandy is typically early afternoon of day one with departure late morning of day four.

Agreement and Confirmation

For a custom developed classroom program to be conducted for approximately 15 participants on the dates included in the first paragraph hereof, the cost will be approximately \$60,000.

As an authorized representative for Client, the undersigned confirms the above details relating to specified Program date(s) and group size and agrees to the Program costs and other provisions stipulated herein. It is also agreed that any changes in group size between the date indicated below and the Program date(s) will be subject to the terms indicated in the foregoing and reflected in the final invoice submitted by BLL to Client for payment.

FOR CLIENT:

FOR BLL:

(Authorized Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Date)

***Please fax signed copy to BLL office at 843-842-2330. No cover page is required. Thank you!
A counter-signed copy will be returned to you by fax. Please indicate fax number below.***

Return fax number _____



BATTLEFIELD LEADERSHIP

14 WELLS EAST DRIVE HILTON HEAD ISLAND, SC 29926

May 2, 2013

Washington State Transit Insurance Pool
2629 12th Court SW
Olympia, WA 98502
WSTIP Contact: Al Hatten

**Gettysburg Leadership Experience
Invoice – W 091013-D**

**Deposit for (Client) WSTIP Board
Custom Leadership Experience (Date) September 8-11, 2013**

Based on an estimated 15 participants, an approximately 60% deposit is requested in the amount of \$ 36,000.00

This deposit amount will be deducted from a final invoice submitted following the above dated session. In the possible event of a postponement, this deposit may be partially applicable to a rescheduled session to the extent all non-recoverable costs and adequate consideration for lost opportunity, in keeping with the terms of agreement, have been first deducted from the amount deposited.

Deposit Invoice Total \$ 36,000.00

Please make check payable to Battlefield Leadership, LLC, and **mail to** 14 Wells East Drive, Hilton Head Island, SC 29926 **so that payment arrives no later than June 15, 2013.**
Thank you!

Battlefield Leadership EIN: 26-2569012

