## **Trainer Agreement**

## Salontraining.com Beauty Industry Show - Pennsylvania

This document is an agreement made in good faith that you, the Trainer, commit to presenting class(es) at the Salontraining.com Beauty Industry Show - Pennsylvania - at Seven Springs Mountain Resort on one or both of the following dates: Sunday, May 19, 2024 and Monday, May 20, 2024. As the event gets closer, the exact time(s) and your classroom(s) will be sent to you in the itinerary.

Salon Training LLC reserves the right to accept or reject Trainer Applications at their sole discretion. This decision will be based on availability, skillset, and experience. The Trainer will be responsible for providing all materials needed for their class, including but not limited to any handouts, computer, USB drive, signage, etc.

Classrooms will be reserved for sixty minutes for each trainer. Ninety minute time slots may become available, and will be chosen at the discretion of Salon Training LLC. If we feel a 90-minute class will be beneficial for the rooms available and the class topic is crucial for longer than 60 minutes, we will discuss with the trainers whom we see fit. We understand many Trainers would like longer than 60 minute classes; however, based on the size of venue and number of rooms, 60 minute classes work well. Salon Training LLC will provide classrooms which will include a monitor to display, HDMI cable, Apple adapters, a table, for those that would like to do slideshow presentations. Microphones will be available in the majority of the classrooms based on the size of the rooms. For a few of the smaller rooms microphones may not be present, as they are not needed.

Trainer shall assume responsibility for any damages arising or related to trainer's actions. Except as otherwise outlined in this Agreement, Salon Training LLC shall not be liable for any loss or damage sustained by the Trainer due to the performance of services.

In the event Salon Training LLC materially fails to perform any services as required by the Agreement or otherwise breaches its obligations under this Agreement, the Trainer's sole and exclusive remedy in connection with any such failure is to allow Salon Training LLC, in Salon Training LLC's sole and absolute discretion, to: (i) within a reasonable period of time, remedy the deficiencies identified by the Organization to the extent remediable.

Notwithstanding any other terms in this Agreement or otherwise, neither party shall have any liability to the other for special, direct, indirect, incidental, consequential statutory, punitive, or exemplary damages of any nature whatsoever, including without limitation, damages related to loss of profit, loss of income or revenue, loss of goodwill, even if it has been put on notice of the possibility of such damages.

Without limiting or expanding the provisions of any of the sections of these terms and conditions, in no event shall either party's liability for monetary damages exceed the amount paid or received for the services with respect to which such liability arose. Trainers and their affiliates pay for their own transportation to and from the venue. They are also required, if staying, to provide their own hotel rooms. The classrooms are purchased by Salon Training LLC to be used by the Trainers at no cost to Trainers. (This does not include the use of the extra hands on classrooms).

The parties acknowledge and agree that the provisions of these Terms and Conditions that limit liability or exclude consequential damages or other damages or remedies are essential terms of and are fundamental to the parties' understanding regarding the allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions of this Agreement and shall be enforced to the fullest extent permitted by law.

Without limiting the generality of the foregoing, each party agrees that all limitations of liability and exclusions of damages or remedies shall remain fully and valid, effective, and enforceable under their respective terms, even under circumstances that cause any exclusive remedy to fail of its essential purpose. The limitations contained in this Section apply regardless of the form of action, including actions in contract, tort (including negligence), and strict liability. Notwithstanding the preceding, the limitations in this Section do not apply to third-party claims subject to indemnification or any claims arising out of deliberate misconduct or gross negligence.

Thank you for believing in us and the power of educational shows. Western Pennsylvania loves live education! We would love to do an interview with you live on our fb group starting in Oct. leading up to the show. By providing a pre-interview with you we can discuss who you are, what you will be teaching, and why they need to be in **your** room! If you haven't already joined our Facebook group (SalonTraining.com - Your All In One Beauty Industry Directory), we strongly encourage you to do so. This will be a great place to promote yourself before the event (if you choose), and it is where your interview will be hosted. If you choose to be scheduled for an interview, please reach out to Tracey Napotnik via text at (814) 248-8928 or through Facebook Messenger if you are already connected with her there. These are the two best methods of

contact for Tracey. If there is absolutely no way for you to text or use fb messenger you may email her at <u>Traceynapotnik@gmail.com</u>. Email tends to get buried, so if you choose to email and have not gotten a response within 48 hours please resend.

Trainers, vendors and attendees are invited to join us for a fun celebration gathering. This event will take place on Sunday, May 19, 2024 from 8:00 PM - 10:30 PM. We will also be organizing a small stage performance for selected trainers/companies to show off their models at the party. This will be a collaboration of a variety of looks to show that ALL of us are here for the love of the industry. This event is a great way to make connections with other trainers, product companies and beauty professionals, as well as have fun and enjoy the evening. You might even get the chance to show off your dance moves! We hope to see you there!

\*This contract is **not** for trainers teaching hands-on classes. To clarify: hands-on classes are very separate from the show. There is a different contract with additional, unique terms regarding those classes. Please notify us if you would like to be considered to teach a hands-on class so we can review any relevant details with you and provide the correct contract.\*

**Venue: Seven Springs Mountain Resort** 

Address: 777 Waterwheel Drive, Champion, PA 15622

Phone: 1 (814) 352-7777

Rooms are blocked at the hotel venue for \$169 from Friday May 17, - Tuesday May 21, 2024. The room block will be available on or around August 1, 2023. The group code will be sent to you then. If you are lodging with a large group, there are cabins and cottages available nearby, but they are not affiliated with Seven Springs or our event. We cannot offer special pricing for the cottages/cabins, and availability may be limited.

We appreciate you taking your time and providing valuable resources to present at the show. We are so excited to have you there! We believe in the value of education, and admire you as a trainer/educator/coach for beauty professionals.. Thank you for also believing in us.