

# Compliance Assurance Associates, Inc., Terms and Conditions

## 1. Payment Terms

Payment for Compliance Assurance Associates, Inc. (CAA) public smoke schools is required upon enrollment and should be completed prior to training. Invoices for private (on-site) training are issued upon completion of training and are subject to the NET conditions stated on the invoice.

Enrollment fees are non-refundable; however, if an event cancellation occurs due to forces outside the client's or CAA's control, a credit is issued for attendance at a future smoke school event.

## 2. Refunds

Refunds for visible emission training and other training services are issued as a credit. The credit is valid for future training for approximately seven months.

A partial refund (minus a \$25 per-student enrollment plus a 3.5% credit card processing fee and an additional 3.5% credit card refund processing fee, as applicable) is rendered via credit card, depending on the reason for cancellation.

In the event of an error in CAA's online enrollment process or by CAA staff, a full refund is issued within two (2) business days of contacting CAA.

Client enrollment fees are forfeited in the event of a no-show. In the case of an emergency or issue beyond the reasonable control of the attendee, CAA issues a credit memo.

No refunds are provided if a student attempts lecture or field certification and does not pass. Issuing refunds would imply a certification for payment. To be certified, students must meet the *40 CFR 60 Appendix A Reference Method 9* criteria.

Compliance Assurance Associates, Inc. provides a reasonable number of opportunities for students to certify: four (4) test runs for one-day schools and eight (8) test runs for two-day field sessions. CAA does not guarantee the ability to certify.

For public events with staggered arrival times, CAA will ensure all students have at least four (4) opportunities to complete certification. If you have concerns that staggered start times may impede your students' ability to certify, contact CAA to arrange early-start test runs.

## 3. Changes to Services

Changes to service include client requests and additional charges by Compliance Assurance Associates, Inc.

Changes to services requested by the client (written, verbal, or by action) are reflected in the final invoice.

Change to services include, but are not limited to:

- Standby time required by the client will incur expenses related to extending the schedule.
- Reschedule or cancellation of smoke schools within ten (10) business days from when the school was scheduled to begin.
- Safety training that was not included in the original scope of work.
- Significant smoke school changes, e.g., the number of students attending or the scope of the training.

#### **4. Cancellation Policy for Private (On-Site) Smoke Schools**

If either party is prevented from completing the performance of its obligations due to an act of God, government decree, or other occurrence beyond the reasonable control of either party, neither party is liable for consequences or associated expenses.

If the client cancels due to an operational or training change with less than thirty (30) days' notice, and CAA cannot resell the date, the client will pay associated expenses not to exceed \$750 or 10% of proposed costs, whichever is greater. Under the same circumstances, if the client cancels less than fourteen (14) days, the client agrees to pay all administrative and mobilization costs incurred by CAA, including hotels, meals, and labor costs, not to exceed \$750 or 20% of proposed costs, whichever is greater.

If a smoke school is canceled due to weather or other circumstances that are mutually agreed upon, the client and CAA will split these expenses 50% / 50%.

#### **5. Safety**

Compliance Assurance Associates, Inc. will provide training in a safe environment and comply with federal, state, and local regulations.

If unsafe work conditions are discovered at a private smoke school location, CAA reserves the right to decline to work until the condition(s) have been corrected and to invoice for associated delays.

The client will inform CAA of site-specific safety requirements and warrants that the work site will comply with applicable safety standards.

***COVID Note: CAA cannot guarantee that smoke school students will not contract COVID.***

#### **6. Partial Invalidity**

In the case one or more of the provisions of this agreement are deemed invalid, illegal, or unenforceable in any respect, it shall not affect other provisions, and this agreement will be construed as if the provision had not existed. The lack of action to enforce a specific condition does not invalidate the condition.

## **7. Waiver**

No claim or right arising out of a breach of these Terms and Conditions can be discharged in part or whole by a waiver, renunciation, or failure to enforce the right or claim unless Compliance Assurance Associates, Inc. expressly consents in a separate document executed by an officer of the corporation.

## **8. Confidentiality**

Compliance Assurance Associates, Inc. agrees that no client-proprietary information or processes will be revealed to third parties by its staff or contractors.

Ideas, concepts, or discoveries for which patents may result made under this contract during this agreement will become the property of CAA.

## **9. Governing Law**

The validity of this agreement; and the rights and duties of the parties are governed by the laws of the State of Alabama. The obligations and undertakings of each of the parties of this agreement shall be performable at the principal place of business of Compliance Assurance Associates, Inc., State of Alabama and Madison, County in Huntsville, AL.

## **10. Business Relationship**

Clients are discouraged from attempting employment of CAA employees or contractors during this business relationship or within two (2) years of CAA services to the client.

If the client hires an employee or contractor within the two-year timeframe, the client agrees to pay Compliance Assurance Associates, Inc. a finder's fee of 20% of the employee/contractor's compensation and benefits at their new employment.

## **11. Warranties**

Compliance Assurance Associates, Inc. does not express or imply a warranty or guarantee. CAA's training service provides documentation that the student has successfully completed field certification and/or lecture requirements per EPA Method 9.

CAA's sole obligation is to provide an additional field test at no charge if a court of law invalidates a certification. CAA will fully defend all certifications issued by the company.

The client agrees to indemnify, defend, and hold harmless Compliance Assurance Associates, Inc. and all officers, directors, employees, and contractors from all claims, causes of action, losses, damages, suits, and liability of any kind, including:

- All expenses of litigation, court costs, attorney's fees for damage to property, injuries, sickness, or death of a person.
- Real or intangible items provided by suppliers or contractors of Compliance Assurance Associates, Inc.

Liability under this contract will not exceed the contract amount.

## **12. Sales Tax/Fees**

Compliance Assurance Associates, Inc.'s training, engineering, and consulting services are not taxable.

Sales/use and added-value taxes and permits are typically not required for training services. Additional taxes and fees levied by the state or local jurisdiction are the responsibility of the client/facility, including permit fees or requirements.

## **13. Arbitration**

If a disputed matter between CAA and the client cannot be resolved within sixty (60) days of a written request for arbitration, the matter will be referred to the American Arbitration Association for binding arbitration and judgment. The award rendered by the arbitrator(s) can be entered in a court having jurisdiction.

## **14. Compliance with Codes and Law**

For private smoke schools (on-site training), the client agrees to provide an environment where CAA can comply with all applicable codes, regulations, and laws and will be responsible for expenses incurred by CAA to comply unless otherwise stated in the proposal.

## **15. Assignment**

CAA reserves the right to assign all obligations under the terms of this contract, including but not limited to all liabilities, warranties, and performance requirements.

## **16. Attorney's Fees**

If the business relationship results in a legal action, each party is responsible for its attorney/court fees.

## **17. Waiver of Subrogation**

Compliance Assurance Associates, Inc., and the client waive their rights and respective insurance carriers' subrogation rights against each other concerning property damage.

## **18. Proprietary Material**

Drawings, patterns, specifications, or information provided to or received from the client are confidential and proprietary.

## **19. Notices of Violation and Permitting**

The client is responsible for payments for Notices of Violation of air quality and required permitting for the client's facility.