



Service Activation Agreement

Home of Training, Inc.
P.O. Box 460632
Fort Lauderdale, FL. 33314
Tel: 844.998.7246
www.homeoftraining.com
info@homeoftraining.com

This Service Activation Agreement (the "Agreement") is entered into on this ____ day of _____, 201__, ("Effective Date") by and between Home of Training, Inc. ("Home of Training") and the company set forth below ("Company") for the purpose of providing access to Home of Training's online training courses as identified in this Agreement.

Company Contact Information:

Company: _____

Primary Contact: _____

Title: _____

Address: _____

City: _____ State: ____ Zip: _____

Phone: _____

Email: _____

Company Billing Information: ____ same as above

Company: _____

Primary Contact: _____

Title: _____

Address: _____

City: _____ State: ____ Zip: _____

Phone: _____

Email: _____

Establishment Information:

Type of Establishment: _____

Permanent Food License Number: _____

Alcoholic Beverage License Number: _____

Type/Series: _____

Estimated number of employees (Front of the House):

Managers: _____ Servers: _____ Bartenders: _____

Busser: _____ Host/Concierge: _____ Food Runner: _____

Other: _____

Estimated number of employees (Back of the House):

Chefs: _____ Cooks: _____ Line: _____ Prep: _____

Other: _____

Training Courses:

Company desires to access the following group of training courses on Home of Training's website:

Custom Training:

Company desires Home of Training to create custom training videos on the following topics:

Payment Terms:

Based on (____) employees for the above stated online training services:

- Total Monthly Charge: \$_____

Payment/Billing Method:

Credit Card / ACH / Check (circle one)

Credit Card Information

Company Name: _____

Name on Credit Card: _____

Billing Address: _____

City, State, Zip Code: _____

Email: _____

Address: _____

Phone Number: _____

Card Type (Visa / MasterCard /Am Ex): _____

Card Number: _____

Expiration Date: ____ ____

Security Code _____

ACH / Check - Bank Information:

Company Name on Account: _____

Bank Name: _____

Bank Account Number: _____

Bank Routing #: _____

Bank City/State: _____

This Business Bank Account is enabled for ACH Transactions Yes No

1. Term and Termination:

This Agreement shall begin on the Effective Date above and continue for one (1) year ("Initial Term"). At the expiration of the Initial Term, the Agreement shall automatically renew for six (6) month periods ("Renewal Periods"). In the event Company desires to cancel the Home of Training's services, it shall provide written notice to Home of Training with shall not be less than thirty (30) days prior to desired cancellation date. If the cancellation notice is received during the Initial Term, a cancellation fee will be charged to Company which will be equal to the sum of the most recent four (4) month charges (minimum cancellation fee is \$500). If the cancellation notice is received during a Renewal Period, the cancellation will become effective at the end of the then-current monthly period.

2. Payments and Terms:

Company understands and agrees that it shall pay Home of Training monthly either by automatic credit card payment or by automatic debit ("ACH") from Company's checking account through the automated clearing house system (a credit card will also be needed on file as a backup payment in the unlikely case the ACH payment does not go through). Home of Training will charge the Company's credit card or checking account on the first of each month and every month thereafter ("Monthly Charge"). Accounts not paid in full within 5 days of the monthly charge can be placed on hold and Home of Training may immediately terminate service and access to the website.

Late Payment: Company will pay a late fee of [one percent (1%) per month OR eighteen percent (18%) per annum] or the highest rate allowed under the law, whichever is higher, on any overdue amounts. Company also agrees to pay Home of Training all reasonable costs and expenses of collection, including attorneys' fees and costs incurred, whether pre-litigation, trial, appeal or post-litigation. Company must complete the authorization form attached to this Agreement.

3. Additional Terms:

Company's use of Home of Training's services is subject to the Terms and Conditions currently located on Home of Training's website at www.homeoftraining.com. Company acknowledges and agrees that the Terms and Conditions of the Home of Training website, will govern Company's use of Home of Training website and services.

Further, Company acknowledges and agrees that it is the Company's obligation to ensure that their employees successfully complete Home of Training's online training courses and to otherwise comply with all state mandated training requirements. If any requirement is not met, Company agrees that Home of Training, Inc. will not be held liable in any manner.

4. Certain Usage, Billing and refunds:

Billing is based on the Monthly Charge. In the event a user name or password is shared with a user not authorized by Home of Training, Home of Training may deactivate the Company's account without issuing a refund. All Monthly Charges and video fees are non-refundable. Company hereby agrees that it has read, understands fully and agrees to the Terms and Conditions on the Home of Training website and/or for the product or service purchased by Company.

Company hereby agrees that it has read, understands fully and agrees to the Standard Terms and Conditions herein as well as the Terms and Conditions on the Home of Training website and/or for the product or service purchased by Company.

ACCEPTED BY (needed only if information is different from "Sign Up Now" page):

Signature: _____

Name: _____

Title: _____ Date: _____

RECURRING BILLING

I hereby authorize Home of Training to automatically bill our credit card for the Monthly Charge or as otherwise may be authorized by me in writing from time to time. I understand that the billing will begin on the Effective Date of the Agreement and will continue on the first business day each month thereafter unless I cancel the Home of Training Agreement by providing a written notice of cancellation to Home of Training.

IN THE EVENT THAT I REVOKE THIS AUTHORIZATION PRIOR TO THE EXPIRATION OR TERMINATION OF THE AGREEMENT OR IF I INITIALIZE INSTRUCTIONS WITH MY CREDIT CARD TO REVERSE PAYMENT OF ANY CHARGE AUTHORIZED BY THIS FORM WITHOUT THE PERMISSION OF HOME OF TRAINING, I AGREE TO PAY HOME OF TRAINING A PROCESSING FEE EXACTLY THE SAME AS THE CANCELLATION FEE LISTED ABOVE IN THIS CONTRACT.

Signature: _____

Name: _____

Title: _____ Date: _____