# **Host Agreement**

# **Version 5.19.17**

This White Glove Workshops Host Agreement is agreed upon by eldari test of 'CompanyName' (the "Host") and White Glove Workshops ("WGW") on 8/22/2017

This White Glove Workshops Host Agreement is agreed upon by 'HostName' of 'CompanyName' (the "Hostâ€) and White Glove Workshops ("WGWâ€) on 8/18/2017

### I. BACKGROUND

- A. The Host believes WGW has the necessary qualifications, experience and abilities to provided services to the Host.
- B. WGW is agreeable to providing these services (see Section II) to the Host on the terms and conditions set forth in this agreement.
- C. A "Household†could be defined as a married couple, partners or a single individual.
- D. WGW is not responsible, nor do we guarantee the outcome of each individual Host's workshop turnout, however, the Host will only be charged for the number of Households in attendance, which includes registrant guests and walk-ins as well as the cost of the venue expenses.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Host and WGW (individually the "Party†and collectively the "Parties†of this agreement) agree as follows:

### II. SERVICES PROVIDED

- A. The Host hereby agrees to engage WGW to provide the Host with services (the "Servicesâ€) consisting of:
  - i. Booking the meeting space for the workshop
    - a. The Host is aware that WGW is providing a booking service and is not responsible for any facility issues once the workshop is booked. However, every effort will be made by WGW to

- reduce or eliminate any facility issues.
- ii. All advertising and marketing for the workshop
  - a. For most events, WGW will market to a fivemile radius around the address of the venue.
- iii. Take all registrations for the workshop
- iv. Complete all confirmation calls and send all confirmation emails to registrants of the workshop.
- v. Provide a PowerPoint presentation on the topic selected and marketed for.
  - a. Should the Host wish to use a presentation other than the PowerPoint provided by WGW, the Host must obtain prior approval by WGW.
- vi. Provide the Host with and Evaluation Form to gather contact information for those attendees that would like to meet with the Host following the workshop.
- vii. Provide the Host with the attendee and no-show contact information once billing for each event is complete and the invoice is paid in full.
- viii. Provide the Host with a list of all registered attendees via our designated Electronic Check-In application (see Section III. C) at least six hours prior to the workshops local time.
  - a. A unique ID will be provided to the Host via email to access their attendee list.

### III. REQUIREMENTS AND EXPECATIONS OF HOSTS

- A. The Host is required to bring all necessary workshop materials to the workshop (please refer to the Workshop Preparation Checklist provided by WGW).
- B. The Host is required to visit the workshop location at least one week prior to the date of their first workshop event to ensure the facility will be conducive to the workshop presentation.
  - i. This includes checking the internet connection, chair set-up, entrance accessibility, projector set-up, etc.
  - ii. WGW is not responsible for any issues that arise at the facility.
- C. The Host is required to use our designated Electronic Check-In application to check-in attendees at registration.
  - i. This application is free, easy to use, and can be acquired through the Apple App Store and Google Play Store.
    - a. It is the responsibility of the Host to ensure their device (smartphone, tablet, etc.) is

- compatible with the application.
- ii. Attendees are required to be checked in "live†in the Electronic Check-In application as they enter the workshop.
- iii. Failure to use this application properly will result in a \$50.00 administrative fee.
- iv. Should there be a technical difficulty, outside of the Host's control, the administrative fee may not be assessed.
- D. The Host is required to utilize the Hold Harmless Sign-In Sheet provided by WGW.
  - i. The Host must return the Sign-In Sheet to WGW by 11:00am local time the day after the workshop.
- E. The Host is required to arrive at the workshop location at least one-hour prior to the start time to ensure the set-up of the workshop (room configuration, technology, etc.), and stay after the workshop to return the facility to its original state.
- F. The Host is required to have a designated registration person to sign in attendees and take attendance at the workshops.
  - i. This individual is required to arrive one hour prior to the workshop, be set up to check in attendees thirty minutes prior, and stay at least thirty minutes into the workshop presentation to check-in attendees who may arrive late.
  - ii. The name and contact of the registration person must be provided to WGW at least 48 hours prior to the workshop to ensure proper check-in training can take place.
- G. The Host is required to obtain NSSA® Certification prior to hosting their first event (for Social Security 567 workshops only).
  - i. WGW has arranged the certification process for WGW Hosts and NSSA® support at a discounted cost of \$450.00
  - ii. The online Proctoring Fee of \$25.00-35.00 as well of the cost of the biennial review is the responsibility of the Host.
  - iii. In the event NSSA® Certification is not obtained by the Host prior to marketing deployment of their workshop, the workshop will be cancelled by WGW.
- H. The Host is prohibited from discussing any topics regarding investments, products, or securities during the

presentation. The Host must also avoid over-promoting services. The workshop MUST remain purely educational.

- i. Failure to comply with the WGW pure educational standard may result in a fine, and/or termination of the relationship with WGW.
- I. The Host is prohibited from supplementing WGW marketing and advertising with their own marketing and advertising.
- J. The Host is required to verify that all workshop materials are in compliance with the requirements of their Broker Dealer or other regulatory agencies (Federal, State, etc.).

### IV. TERMS OF THE AGREEMENT

A. The term of this Agreement (the "Termâ€) will begin on the date of this Agreement and will remain in full force and effect in perpetuity.

### V. PERFORMANCE

- A. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
- B. The Host is responsible for adhering to the rules and regulations set out by each individual workshop venue.

### VI. ATTENDANCE VERIFICATION

- A. The designated registration person (see Section III.F) will be contacted by a WGW prior to the workshop to ensure proper training on the Electronic Check-In application takes place, and may be contacted the day following the workshop to verify the number of Households checked in are correct.
- B. Those who do not attend the workshop ("no showsâ€) will receive and email and phone call the day following the workshop.
  - i. In the event that WGW becomes aware of an unreported attendee, the credit card on file will be charged and could result in additional fees (see Section VIII.B.ii).

### VII. CURRENCY

A. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in U.S. Dollars.

### VIII. COMPENSATION

A. For the services rendered by WGW as required by this Agreement, the Host will provide compensation to WGW based upon each Household that actually attends the workshop (including registrant guests and walk- ins) regardless of whether they stay for the entire

presentation, or if appointments are made, in addition to the costs associated with the room rental, which may include AV charges and catering fees.

- i. The price for Social Security 567/Women & Social Security workshops is \$175.00 per Household that actually attends (effective 10/26/2016).
- ii. The price for Taxes in Retirement 567 workshop is \$250.00 per Household that actually attends the (effective 9/1/2016).
- iii. The introductory price for Retirement Planning 567-Power of Zero is \$250.00 per Household that actually attends.

This price may be adjusted by WGW.

- iv. The costs outlined in Sections VIII. A-B may be adjusted with thirty-day written notice.
- B. The Host agrees to provide an accurate list of the Households in attendance via our Electronic Check-In application once check in at the workshop is complete via synching the application as directed.
  - i. The credit card provided to WGW by the Host will be charged the following day for the number of Households indicated via the reconciliation of the Electronic Check-In application and the Sign-In Sheet.

In the event the credit card provided is declined, the Host may be subject to additional fees.

- ii. Once the attendance verification process is complete (see Section VI. A-B), any unreported attendees that self-report/confirm their attendance to WGW via our no-show follow-up process, could result in a fine of up to \$350.00 per Household unreported.
- iii. A WGW at each venue may be taking a general head count thirty minutes into each event.
- C. Should a sign language interpreter be requested by an attendee, WGW is not responsible for interpreter fees, the Host will be billed for that service.
- D. The Host agrees to prior verification and presentation of funds in the form of a valid credit card.

### IX. RETURN OF PROPERTY

- A. Following the termination of a Host's relationship with WGW, the Host agrees to return any materials provided to the Host by WGW.
- X. CAPACITY/INDEPENDENT CONTRACTOR

A. In providing the Services under this Agreement it is expressly agreed that WGW is action as an independent contractor and not as an employer. WGW and the Host acknowledge that this agreement does not create a partnership or joint venture between them, and it exclusively a contract for service.

### XI. CANCELLATION AND CONTINGENCIES

- A. WGW will be the sole decision maker on whether a workshop will be cancelled due to a weather event.
  - i. This decision is typically based on whether the venue will remain open at the time of the workshop.
  - ii. In the event WGW must cancel a workshop due to weather, the Host agrees to work with WGW to reschedule the event to alternative date.
- B. Once an agreement is made between the Host and WGW regarding the date/s and location/s of the workshops, should the Host cancel, the following cancellation fees will apply.
  - i. If the Host cancels the workshop within 45 days of the first event of the set of workshops, there will be a cancellation fee assessed to the credit card on file of up to \$1,500.00.
  - ii. If the Host cancels the workshop within 14 days of the first event of the set of workshops, there will be a cancellation fee assessed to the credit card on file of up to \$3,000.00.
  - iii. Venue cancellation fees, if any will be charged to the credit card on file.
  - iv. A portion of this cancellation fee can be waived if WGW can book the workshop with another Host, or if no marketing expenses or room rental costs have yet to be incurred.

## XII. COMPLIANCE/RELEASE/INDEMNITY

A. It is the responsibility of the Host to verify with their own Broker Dealer or governing body in regards to compliance. It is also the responsibility of the Host to verify all State advertising limitations and disclosure requirements for workshops of this type conducted within the Host's chosen venue. The Host will provide written notice to WGW of any necessary limitations, disclosures or requirements of the Host's broker or State regulatory authorities before any workshop marketing or advertising materials are prepared by WGW for the Host's use. The Host acknowledges and agrees

- that WGW is not an advisor or legal, tax, accounting or regulatory matters. The Host represents and warrants that any information provided to attendees before, during, or after the workshop will be accurate and complete. WGW is not assuming responsibility for the accuracy or completeness of any information, whether publicly available or otherwise, provided to the attendees before, during, or after the workshop.
- B. The Host, for itself and on behalf of its agents, representatives, successors, and assigns, hereby release, settle, waive and forever discharge and covenant not to sue WGW and its owners, agents, representatives, successors, and assigns, jointly or severally from all manner of actions, causes of actions, claims, rights, charges, suits, damages, debts, demands, obligations, attorney's fees, and liabilities or claims of whatsoever nature, whether in law or equity, known or unknown, which the Host had, have, or may have resulting from any manner, transaction or occurrence through the date of the last workshop. WGW shall not have any liability (whether direct or indirect, in contract, tort, or otherwise) to Host for or in connection with WGW's performance of the Services hereunder. Furthermore, the Host acknowledges and agrees to indemnify, defend and hold WGW and its agents, representatives, successors, employees and assigns harmless from and against any and all claims, demands, liabilities, judgements, damages, settlements and expenses (including, without limitation, reasonable attorney's fees) arising out of or related to:
  - i. The Services provided hereunder.
  - ii. A breach of this Agreement by the Host.
  - iii. Denial of attendees (or any related party thereto)
    Social Security Benefits or claims based upon
    information provided before, during, or after the
    workshop; or any and all claims by an attendee (or
    any related party thereto) related to the workshop,
    including, but not limited to, any claims in relation
    to financial loss or any attendees (or related parties
    thereto).
- C. The provisions of Sections XIII. A-C shall survive in perpetuity.
- I have read and agree with the terms of the Agreement.

# EldaniaTest (Print) Date/2017 B90cPark StreetIdress Birmingham Michigante