



KnowledgeCity
6965 El Camino Real
Ste. 105, #423
Carlsbad, CA, 92009

City of Franklin
Chris Edwards
109 3rd Avenue
South Franklin TN 37064

Invoice # GG010783
Invoice Date May 2, 2019
Balance Due (USD) \$8,811.95

Item	Description	Unit Cost	Quantity	Line Total
Online Training Library	1 Year Unlimited 24/7 Access to E-Learning- www.KnowledgeCity.com	14.81	700	10,367.00
Discount	Multiyear Discount: 3 Yrs. (-15%)	-1,555.05	1	-1,555.05

Total 8,811.95
Amount Paid 0.00
Balance Due (USD) \$8,811.95

Terms

Multiyear agreement for 3 years with an annual payment of \$8,811.95

Start Date: 7/1/2019
End Date: 6/30/2022

This invoice amount is for the 1st year payment 7/1/2019 - 6/30/2020



KnowledgeCity, LLC™ Terms and Conditions of Use

1. COPYRIGHTS, TRADEMARKS, AND OTHER PROPRIETARY RIGHTS

The content found on the Site shall retain all worldwide rights in the intellectual property in and on the Site, including, but not limited to, trademarks; service marks; trade dress; inventions; ideas; trade secrets; the source code; the HTML code; the “look and feel” of the Site; its color combinations, layout, videos, and all other graphical elements; and the copyrights in and to its original content. All KnowledgeCity information on the Site is copyrighted, trademarked, or otherwise protected and owned by KnowledgeCity. Nothing on the Site or in the Training Courses may be copied, downloaded, reproduced, modified, distributed, transmitted, republished, displayed, or performed for any use without the prior written consent of KnowledgeCity.

2. NO RESELL OR ASSIGNMENT

Subcontracting or assignment of the Multi-User Account Terms and Conditions is prohibited. Under no circumstances will the Client Company subcontract, assign, delegate, or otherwise have any person or entity use the licenses assigned to the Client Company under this Terms and Conditions without KnowledgeCity’s express written consent.

3. LICENSE

KnowledgeCity hereby grants the Client Company a specified amount of non-transferrable licenses to access the Site, subject to the payment of the subscription fees and adherence to these Terms. The licenses will be activated within 1 week (7 days) upon receipt of funds from the Client Company. The system will be supported for one full year from the launch date.

The Client Company may only allow its personnel to access the Site. The employees and personnel of the Client Company will have unlimited access to view the courses offered on the Site twenty-four hours a day, seven days a week. The Client Company agrees that the Site may not be accessed by more individuals than the number of users purchased by the Client Company.

Users shall be authorized to access the Site from any Internet connection. KnowledgeCity will handle any unforeseen technical issues with the Site. Should the Client Company be unable to access the Service for any period of time due to any unforeseen matter caused by KnowledgeCity, a similar period will be extended to the Client Company.

4. FEES AND REFUND POLICIES FOR THE MULTI-USER ACCOUNT

The Client Company will be given a designated amount of licenses per invoice to access the Site. All fees must be paid to KnowledgeCity prior to the Client Company receiving access to the Site. If the Client Company’s fee is based on a multi-year term, the subscription fee is due at the beginning of each year on the renewal date, not all years combined. Subscription fees are non-refundable.

Should KnowledgeCity fail to issue the Client Company’s login information within one week (7 days), a full refund will be issued to the Client Company within seven (7) business days.

5. WAIVER

The failure of either party to insist upon or enforce strict performance by the other or to exercise any right under this Terms and Conditions shall not be construed as a waiver or relinquishment to any extent of such party’s right to assert or rely upon any such provision or right in that or any other instance, and the same shall be and remain in full force and effect.

6. TERMINATION

The Client Company may terminate this Terms and Conditions at any time and at its sole and absolute discretion. If it is found that the Client Company has breached any term or condition of the Terms and Conditions, the Client Company will be notified. The Client Company will have two weeks to resolve the issue, or KnowledgeCity may terminate access to the Site or cancel subscriptions to the Site. If the Client Company is using a multi-year term, the subscription fee will be due at the beginning of each year on the renewal date until the full term is satisfied.

7. AMENDMENT

Changes, amendments, or modifications of any provision of this Terms and Conditions shall not be valid unless made in writing and signed by each of the parties.

Authorized Signature:



KnowledgeCity Payment Instructions

KnowledgeCity accepts the below forms of payment. Feel free to contact KnowledgeCity at any time with any questions @ 888.494.2075.

I. BANK WIRE

PAYMENT	
<p>Wire transfer bank information: Bank of America - La Costa branch 7700 El Camino Real, Carlsbad, CA 92009 U.S.A. ABA Routing #026009593 SWIFT Code BOFAUS3N</p>	<p>Wire transfer company information: KnowledgeCity 6965 El Camino Real Ste. 105, #423 Carlsbad, CA 92009 U.S.A. Account Number: 2470769017</p>
<ul style="list-style-type: none"> Do not use any abbreviations or acronyms in the wire instruction. Spell all words used on the application fully. For example, do not use an abbreviation for your company name. Instead, write out the full name of the company. Forward a copy of the bank wire confirmation. 	

II. CHECK

PAYMENT
<p>Pay to the order of: KnowledgeCity, LLC Address: 6965 El Camino Real, Ste. 105, #423, Carlsbad, CA 92009</p>

III. PAYPAL

PAYMENT
<p>PayPal Information: Company: KnowledgeCity Email Address: eventreceipts@knowledgecity.com Currency: US Dollars</p>

IV. CREDIT CARD

Please fill and sign the Credit Card Authorization form found on the following page and submit for processing.



Today's Date: _____

I, _____, hereby authorize KnowledgeCity to charge the below mentioned credit card in the amount of \$_____ a Year Month for online training.

Credit Card:	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover		
Cardholder's Name:		Card Number:	
Expiration Date:	(month) _____ (year) _____	SEC code: (3-digit code on the back of the Card)	
Billing Address:	(Street) _____ (City) _____ (State) _____ (Zip Code) _____		
Total Amount of Charge:		Date of Membership:	Upon Processing
Signature:		Number of Users (if applicable):	

By signing this form, I am agreeing to a monthly or annual subscription to KnowledgeCity.

PLEASE MAKE SURE ALL THE ORDER/ADDRESS INFORMATION IS CORRECT.

****Charges will appear under the business name KnowledgeCity****

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KnowledgeCity, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 6965 El Camino Real, Ste. 105 #423	Requester's name and address (optional)
6 City, state, and ZIP code Carlsbad, CA 92009	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
OR											
Employer identification number											
2	0	-	8	3	7	8	0	5	3		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1-30-19</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.