



CABS ENGAGEMENT LETTER



The purpose of this letter is to confirm the understanding that the undersigned (Client) has engaged ATBS to provide the Course of Advanced Business Standards (CABS) training program. The CABS program includes Course Materials consisting of a binder, educational CDs, educational booklets and quizzes. The CABS program also includes consultation related to the course content for the duration of the program which shall not exceed six months from the program start date. The program start date shall be the date the course materials are mailed to the Client. CABS certification is dependent upon passing a final exam administered by ATBS.

The Client agrees to enroll in the CABS program for the agreed upon price of \$_____. If Client is paying ATBS through an arrangement with the company the Client and/or his or her equipment is leased to, through an arrangement with a finance company, through an arrangement with a dealer, or through any other arrangement, ATBS has no responsibility for the funds collected until those funds are remitted to ATBS. All fees are non-refundable.

ATBS can remove the Client from the CABS program at any time for non-payment of fees. The Client's enrollment in the program will expire automatically at the end of six-months from the start date of the program irrespective of the level of participation. If Client wishes to continue the program after expiration, a fee will be charged to reinstate Client into the program and allow eligibility for certification. Client will ensure full payment of fees prior to Client's eligibility to take the final exam. If the CABS program is cancelled by either party for any reason, ATBS reserves the right to retain any and all funds paid to ATBS for signup, setup, course materials, marketing expense, ongoing work relating to Client, enterprise expenses, etc.

As part of the CABS program, Client will be furnished with Course Materials as described in paragraph one. The Client understands and agrees that the Course Materials are non-transferable, are furnished by ATBS solely for the Client's use and may not be furnished in whole or in part to any other person. ATBS reserves all reproduction rights, including the right to claim statutory copyright in the Course Material. The Course Material may not be photographed or reproduced in any manner whatsoever without the express written consent of ATBS. In addition, ATBS retains all Intellectual Property rights in the CABS program and Course Materials including but not limited to trademarks, trademark rights, processes, specifications, inventions, know-how, trade secrets, copyrights and goodwill.

Client agrees that ATBS' liability for damages under this agreement, regardless of the form of action, shall not exceed the total amount paid for the services and Course Materials described herein. This shall be Client's exclusive remedy. The Client also agrees to indemnify and hold ATBS harmless from and against any losses, claims, damages or liabilities related to or arising out of information contained in the CABS program. This engagement letter shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the state of Colorado.

This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by ATBS. The parties agree that fax signatures are legally binding in accordance with this Agreement.

If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

AGREED TO AND ACCEPTED: The foregoing is in accordance with Client's understanding of ATBS' engagement to provide CABS. By providing information to ATBS, you accept the terms of our engagement outlined in this letter. **ATBS appreciates this opportunity to serve you.**

BY: _____
(Client Signature)

(PRINT: Client Name)

HOME PHONE: (_____) _____ - _____

CELL PHONE: (_____) _____ - _____

DATE: ____/____/____

SSN: _____ - _____ - _____
(Social Security Number)

CARRIER: _____
(Fleet or Carrier Name)

Truck # _____ Driver ID _____

ATBS CODE: _____
(First four letters of last name, last four digits of SSN)

Email Address: _____

MAILING ADDRESS:

(Street Address)

(City) _____ *(State)* _____ *(Zip)*