



KultureCity® Sensory Inclusive™ Certification Agreement

This agreement is made between KultureCity®, Inc. ("Provider") and the business represented by the signee ("Recipient").

1. SERVICES. KultureCity® will provide Sensory Inclusive™ certification, sensory bags, staff training, custom signage, social story access, support for sensory rooms or stations, and integration with the KultureCity® Koji app to the Recipient's singular venue location.

2. VENUE DEFINITION: This agreement applies solely to the specific venue location identified by the Recipient. For businesses operating multiple locations, this agreement and the services rendered herein are limited to the singular venue location represented by the Recipient. Should additional locations of the same business seek certification, separate agreements must be executed for each additional location, and additional costs may apply.

3. PAYMENT. Payment shall be made to Provider in the total amount corresponding to the services selected in Exhibit A upon execution of this Agreement.

4. TERM AND RENEWAL. This agreement lasts 3 years and auto-renews annually at the Year 3 price unless terminated with 90 days' written notice or due to price changes by KultureCity®.

5. RECIPIENT RESPONSIBILITIES.

- Certification requires 50% staff training, signage approval, and a completed social story. - KultureCity® materials cannot be copied or redistributed, and signage must remain in approved locations.
- Non-compliance may result in termination without refund.
- Public announcements require KultureCity® approval.

6. TERMINATION BY VENUE. If the Recipient terminates the agreement before the 3-year term ends, all KultureCity® signage must be returned by certified mail within 30 days, and the venue will be decertified. Any continued display of signage post-termination may result in fines.

7. OWNERSHIP. All KultureCity® intellectual property remains the exclusive property of KultureCity®.

8. INDEMNIFICATION. Each party indemnifies the other from claims or damages resulting from their actions or omissions.

9. TERMINATION. The agreement can be terminated for non-payment, misuse of intellectual property, or breach of obligations.

10. DISPUTE COSTS. The losing party in a dispute shall cover the prevailing party's legal fees and costs.

11. REMEDIES. If either party defaults, the agreement can be terminated after 30 days' notice unless the default is cured.

12. FORCE MAJEURE. Performance may be suspended due to events beyond the control of either party.

13. DISPUTE RESOLUTION. Disputes will be resolved through arbitration under the rules of the American Arbitration Association.

14. ENTIRE AGREEMENT. This agreement contains all terms and supersedes any prior agreements.

15. SEVERABILITY. Invalid provisions do not affect the enforceability of the rest of the agreement.

16. AMENDMENT. Changes must be in writing and signed by both parties.

17. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the state where the Recipient is located.

Business Information

Name of Business: _____

Type of Business: _____

Address of Business: _____

Number of Employees (Full Time and Part Time): _____

Signee Name: _____

Signee Email: _____

Signee Phone Number: _____

Business Point of Contact (for certification and training, if different from signee)

Point of Contact Name: _____

Point of Contact Email: _____

Point of Contact Phone Number: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Recipient:

By: _____ Date: _____

Title: _____

Provider:
KultureCity, Inc

By: *joy palmer* Date: 2025-02-14

Title: COO



EXHIBIT A TERMS AND SCOPE OF WORK

The mission of our sensory inclusive movement is to create sensory inclusive spaces that provide universal accessibility for any person with sensory issues, to include individuals with autism, post traumatic stress disorder, Parkinson's, obsessive compulsive disorder, attention deficit hyperactivity disorder and others. KultureCity® creates a sensory inclusive organization which, unlike sensory friendly events, does not limit a user's accessibility to a certain time or location.

ORGANIZATION CERTIFICATION 3 YEAR SUBSCRIPTION SERVICE:

Training: Year 1 - 500 ; Year 2 - 500 ; Year - 3 500

TOTAL for year 1: \$15,500

Price for sensory bags:

Add on: 1 KultureCity Sensory

Room: \$15,000

Payment due upon signing contract and upon each one-year anniversary

- ✓ Online training, testing and certification
- ✓ Yearly online recertification training
- ✓ Access to administration portal
- ✓ Collaboration with KultureCity® experts in assigning signage for sites needs prior to shipping
- ✓ 5 Sensory bags (replacement or add'l bags available for \$50 each)
 - Bags include noise canceling headphones, fidget tools, KCVIP lanyard and feeling thermometer cards, strobe reduction sunglasses
- ✓ KultureCity® mobile app and website integration
- ✓ 1 Weighted Lap Pad(s)
- ✓ Assistance with public relations launch
- ✓ Assistance with website content for launch and social story
- ✓ Organization will be designated as Sensory Inclusive™ upon proof of 50% staff training completion, approval of signage placement and completion of approved social story.

Note: Union County Educational Services Commission is covering cost.