

BENSLEY-BERMUDA VOLUNTEER RESCUE SQUAD

ALS TRAINING PAYMENT AND REIMBURSEMENT AGREEMENT

This Training Reimbursement Agreement, is made this _____ day of _____, 20____, by and between Bensley-Bermuda Volunteer Rescue Squad, Incorporated, herein know as: BBVRS, and _____ herein known as: Member, and provides as follows.

WHEREAS, Member has requested that BBVRS reimburse Member for costs associated with obtaining ALS certification and training, and BBVRS has agreed to pay such costs, subject to certain conditions.

THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. Member will enroll in program for Advanced Life Support training and adhere to the requirements associated with same, as set forth in further detail in BBVRS guidelines, entitled "ALS Funding Guidelines," a copy of which is hereto attached and fully incorporated herein.
2. BBVRS will pay for the costs associated with such training, subject to certain conditions, as set forth in further detail in the ALS Funding Guidelines.
3. If Member (a) drops out of the training program, (b) fails to maintain at least a minimum passing grade in the program, (c) fails to pass the certification testing or retesting after successfully completing the program, (d) leaves BBVRS during training, or

(e) fails to provide at the required service hours per month, as set forth in the ALS funding guidelines, to BBVRS as a cleared status and role, Member shall reimburse BBVRS for 100% of all squad costs incurred, in full, within ninety (90) days after such event, without notice or demand from BBVRS being required.

4. At all times mentioned herein, Member shall adhere to the rules and guidelines described in the ALS Funding Guidelines.

5. All funding by BBVRS is subject to Member submitting the required attestation statement attesting to their good standing in the educational program. Good Standing is considered to be a status in which the student has satisfactory attendance, passing grades as described in curriculum, is current and on schedule with all curriculum, lab requirements, practical exercises, and clinical rotations. The Board of Directors of BBVRS reserves the right to demand the member submit copies of any or all institutional material to verify the authenticity of an attestation statement. Failure to provide any requested documentation related to the member's educational program constitutes a breach of this agreement.

6. The parties agree that should any legal action be required for enforcement, interpretation, or any other matters relating to this Agreement, action shall be filed in the court of Chesterfield County, Virginia, and the parties agree to submit to the jurisdiction of said court and agree to venue of such proceedings in that forum.

7. Should the services of an attorney be sought by BBVRS to enforce this Agreement or to collect any sums due hereunder, Member shall be liable for all of BBVRS' attorney's fees, court costs, and expenses incurred in same.

8. In the event of a conflict between any term or provision contained in this Agreement and any term or provision contained in the ALS Funding Guidelines, the term or provision contained in this Agreement shall control, without effect on any non-conflicting terms or provisions.

9. This Agreement may be amended only in writing and duly signed by all parties hereto.

WITNESS the following signatures:

BENSLEY-BERMUDA VOLUNTEER RESCUE SQUAD, INC.:

_____ By: _____, President
Date Printed Name: _____

MEMBER:

_____ Signature: _____
Date Printed Name: _____

By our initials below, we acknowledge that a copy of the ALS Funding Guidelines is attached hereto, that we have reviewed all terms and provisions contained therein, and that we agree to same in full.

BBVRS President Initials

Member Initials