



**NAPA CrewSafety Course Training Modules
Annual Access Purchase Agreement**

This Agreement is between National Asphalt Pavement Association (NAPA) “Seller” and _____ “Buyer.”

Buyer Information:

Name:
Company:
Address:
City/State: _____ Zip: _____
Telephone Number:
Email Address:

1. ITEM(S) PURCHASED

<u>Description</u>	<u># of People</u>	<u>Unit Price</u>	<u>Total Price</u>
Annual Access			

Buyer shall purchase access to the NAPA CrewSafety: Work Zone Training modules based upon the estimated number of users during the calendar year. Buyer agrees that if the number of people being trained exceeds _____ they will purchase the appropriate number of additional packages based on actual users. Buyer further agrees that no refunds will be offered if a company does not train as many people as they purchased access for.

Range	Member Price/Person	Nonmember Price/Person	# of Concurrent Logins Provided
10-25	\$12.50	\$25.00	1
26-50	\$10.00	\$20.00	2
51-100	\$7.50	\$15.00	4
101-250	\$7.00	\$14.00	6
251-500	\$6.50	\$13.00	12
501 +	\$6.00	\$12.00	12

2. PAYMENT

Buyer agrees to complete ARTBA’s Credit Card Purchase Authorization Form and acknowledges that their credit card will be charged the amount in the Total Price field above.

3. EXPIRATION OF ACCESS

Access to the tool will expire on December 31, 2020. Buyer understands the pricing above is for this transaction only and subject to change for future product purchases.

4. LIABILITY DISCLAIMER

In no event, situation, or circumstance will the American Road & Transportation Builders Association or NAPA be liable to you or any third party for any indirect, incidental, special or exemplary, or consequential damages arising or resulting from your reliance on, use or misuse of the learning program, including, but not limited to, tort liability, or violation of federal, state, municipal or local law, codes or regulation, whether or not the American Road & Transportation Builders Association or NAPA have been advised of the possibility of such damages. This includes but is not limited to damages from uploaded or downloaded third party content, and damages from the interruption or termination of the American Road & Transportation Builders Association or NAPA services. Some jurisdictions do not allow the limitation of exclusion of limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. In no event, situation, or circumstance will the American Road & Transportation Builders Association or NAPA be liable to you for an amount exceeding five hundred dollars (\$500.00).

Please return this agreement to Kelly Kanaras at kkanaras@asphaltpavement.org.

Authorized Buyer Signature

Authorized Buyer Printed Name