

**BRAUN**  
**Therapy Staffing,**  
**LLC**

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**CLIENT AGREEMENT**

In exchange for the promises set forth below, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, Braun Therapy Staffing LLC (“Company”) and Woodland School District (“Client”) enter into this Client Agreement, dated as of **June 8, 2009** (“Agreement”), and agree as follows:

**Section 1 Retention.** Client retains the Company as an independent contractor to provide temporary or permanent therapists and assistants (“Workers”) to Client, as Client may request from time to time by completing the Service Request Form attached hereto as **Exhibit A** (“Service Request”) and delivering it to the Company in a timely manner. **THERE IS NO GUARANTY** that the Company will be able to provide Workers to Client, and the Company’s ability to fulfill Client’s request made in a Service Request depends on many factors, including general market conditions for temporary or permanent employees. Nothing contained herein is intended to create, and must not be construed as, a joint venture, partnership, franchise, employment, or agency relationship between Client and the Company. With respect to all Workers, the Company must comply fully and timely with all applicable legal requirements relating to employment and contractors, including the payment of all required taxes, including social security, disability, workers’ compensation, and unemployment.

**Section 2 Compensation.** As compensation for all services rendered by the Company to Client, Client must pay the Company the compensation set forth in the rate schedule **Exhibit B** hereto (“Rate Schedule”); provided, however, that (i) the Company’s minimum charge is equal to the applicable rate multiplied by 4 hours per day, (ii) each applicable rate is increased by 150% for all hours in excess of 8 hours per day, and (iii) the Rate Schedule may be amended at any time and from time to time in the Company’s sole discretion. The Company must pay all taxes relating to the compensation paid by Client to the Company hereunder. Client must pay each of the Company’s invoices within 30 days of receipt. If any payment by Client is not timely received by the Company, then Client must pay to the Company (i) interest at the rate of 5% per month, compounded monthly, on all past-due amounts, and (ii) all collection costs and attorneys’ fees incurred in collecting past-due amounts, including costs and fees incurred at trial, on appeal, or otherwise. **All cancellations** of Service Requests must be made in writing. If Client cancels any Service Request with less than 7 days remaining before the initial start date for the services to be provided thereunder, then Client must pay to the Company a cancellation charge equal to 10% of the total amount of the projected gross price of all cancelled services as set forth in the Service Request. If Client cancels any Service Request after the initial start date for the services to be provided thereunder, then Client must pay to the Company a cancellation charge equal to 50% of the total amount of the projected gross price of all cancelled services as set forth in the Service Request.

**Section 3 Nonsolicitation.** For so long as the Company provides services to Client and for a period of 1 year thereafter, Client must not, directly or indirectly in any manner, solicit or hire any of the Workers or any of Client’s other employees or contractors without the Company’s prior written consent, which may be withheld in the Company’s sole discretion; provided, however, that, if Client pays the Company a \$50,000 finder’s fee, then the Company will not withhold its consent with respect to any Worker that Client would like to hire. If Client breaches

this nonsolicitation provision, then the provisions hereof must be extended for a period of time equal to the period of the breach.

**Section 4 Term; Termination.** The term of this Agreement (“Term”) is for a period of 1 year, commencing as of the date first written above. The Term will be extended automatically, without any action taken or needed by any party, for additional successive 1-year periods thereafter, unless the Term ends sooner pursuant to the provisions hereof. Any party may terminate the Term without cause on 6 months’ prior written notice provided to the other party.

**Section 5 Nondisclosure.** Confidential Information means any and all trade secrets, confidential information, or proprietary information of the Company, including all information regarding Workers. For so long as Client has or knows of any Confidential Information, Client must take all reasonable security measures to ensure that Confidential Information is not disclosed or made accessible to anyone other than those who are directly and expressly authorized in writing by the Company to have access to Confidential Information. All Confidential Information, whether or not disclosed to Client, is the Company’s exclusive property. No use by Client of the Confidential Information is permitted. On request by the Company, Client must return promptly to the Company all Confidential Information.

**Section 6 Specific Performance.** Each party’s duties and obligations under this Agreement are unique. If any party breaches this Agreement, it would be impracticable to measure the resulting damages and it may not be possible to compensate adequately the non-breaching party by monetary damages. Accordingly, without prejudice to any party’s right to seek and recover monetary damages, for every breach of this Agreement, the non-breaching party is entitled to specific performance, including the immediate issuance of a temporary restraining order or preliminary injunction (without needing to provide any bond) to enforce this Agreement, and to all other remedies that may be available, and each party expressly waives the defense that a remedy in damages would be adequate.

**Section 7 Representations.** Client represents and warrants to the Company that Client has the legal power and authority to enter into this Agreement and to undertake and perform all of Client’s duties and obligations hereunder.

**Section 8 Notices.** All notices and other communications provided hereunder must be in writing and are deemed given: (i) on hand-delivery; (ii) when sent by facsimile (with confirmation of transmission); (iii) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (iv) 3 days after sending by certified mail (return receipt requested).

**Section 9 General Provisions.** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to the subject matter hereof and supersedes all other agreements relating thereto. An amendment to this Agreement must be written and signed by every party. This Agreement is binding on and inures to the benefit of the parties and their successors and assigns. For every dispute regarding this Agreement, the prevailing party is entitled to its costs, expenses, and reasonable attorney fees’ (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which that party may be entitled. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of Oregon, excluding principles of conflict of law. For all disputes relating to this Agreement, each party consents to the jurisdiction of the courts of the State of Oregon and agrees that those courts have personal jurisdiction over each party. This Agreement has been drafted jointly by the parties and is to be

construed to be neither against nor in favor of any party, but rather in accordance with the fair meaning hereof. The headings in this Agreement do not affect the interpretation of this Agreement. Plural terms refer to all members of the relevant class, and singular terms refer to any one or more members of the relevant class. "Or" is not exclusive in its meaning. "Herein," "hereof," and similar terms refer to this Agreement as a whole and not merely to the specific paragraph or clause where they appear. "Including" means "including, but not limited to." References in this Agreement to sections and exhibits are to sections and exhibits to this Agreement. All exhibits to this Agreement are incorporated herein by this reference. Time is of the essence with respect to the full performance by each party of its duties and obligations arising hereunder. This Agreement may be signed in counterparts. No waiver of any provision hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive. The termination of this Agreement does not terminate any party's duties or obligations hereunder that continue past the termination.

**Section 10 Insurance.** The Company must procure and maintain adequate professional liability insurance, with a minimum policy limit that is reasonably required by Client and is approved by the Company in its sole discretion.

**Section 11 LIABILITY LIMITATION.** THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING ANY SERVICES PROVIDED HEREUNDER. NEITHER THE COMPANY NOR ANY OF ITS OWNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS IS LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS, SPECIAL, INDIRECT, OR SIMILAR DAMAGES CLAIMED UNDER ANY STATUTE OR UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, OR NEGLIGENCE. ALL LIABILITY OF THE COMPANY AND ITS OWNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS FOR ANY AND ALL CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHER CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER IS LIMITED TO AN AGGREGATE SUM OF \$1,000.

**Section 12 Additional Provisions.** Exhibit C hereto contains certain additional provisions to this Agreement.

The parties execute this Agreement as of the date first written above.

Braun Therapy Staffing LLC  
Services  
12545 SW Caballero CT  
Beaverton, OR 97008  
Phone: 503-319-0333

Woodland School District, Special  
600 Bozarth  
Woodland, WA 98674  
Phone: 360-225-1060

By: \_\_\_\_\_  
Kim Braun, Member

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_