



Wollack Testing Service, LLC

6516 Monona Drive, #255
Madison, WI 53716

Phone: (608) 222-4360
Fax: (608) 222-4362

TESTING AGREEMENT

I. Purpose of Agreement

This Agreement sets forth the terms and conditions under which the Agency may use Wollack Testing Service, LLC (hereinafter referred to as WTS) test materials. All WTS test materials must be used in accordance with the terms and conditions set forth in this Agreement and any additional terms and conditions in the current Test Catalog which has been provided to the Agency and is incorporated by reference into this Agreement.

II. Authority

The individual who signs this Agreement has the authority to bind the Agency to the terms and conditions of this Agreement and accepts, on behalf of the Agency, the responsibility of complying with the terms and conditions specified herein and ensuring that the Agency complies with such terms and conditions.

III. Confidentiality

WTS treats its test materials as confidential trade secrets. The Agency shall not publish or disclose such materials to third parties without the express written consent of WTS. No official, employee or agent of the Agency shall loan, give, sell, show, or otherwise make available any WTS test material to any person who is not an employee of the Agency. All WTS test materials in the possession of the Agency shall be handled and stored in a manner that will prevent unauthorized persons from having access to them.

IV. Restrictions on Use

Test materials obtained from WTS will be used only for the official purposes of the Agency for testing candidates for promotion. Under no circumstances will WTS test materials be made available for purposes of studying, copying, photographing, or any other form of reproduction.

V. Expedited Delivery

The Test Catalog specifies the period of notice required for ordering test materials. Should expedited delivery be required by the Agency, WTS shall be authorized to ship all such test materials by United Parcel Service Next-Day Air or Second-Day Air to ensure delivery and the Agency shall be responsible for all costs of such expedited delivery.

VI. Certification of Usage

Within forty-five (45) days of the test administration date, the Agency must submit to WTS a completed Certificate of Test Usage indicating the number of candidates tested. Such certificate may be transmitted by fax or mail.

VII. Payment

- A. WTS will invoice the Agency for the cost of test materials. These costs shall be based upon the information provided by the Agency in the Certificate of Test Usage and are calculated in accordance with the fee schedules published in the current Test Catalog.
- B. All invoices must be paid by the Agency within thirty (30) days of their date of issuance. The Agency agrees to pay all reasonable costs and attorney fees incurred by WTS in collecting any amounts due under this Agreement.

VIII. Termination of Agreement

WTS retains the right to terminate this Agreement if it believes the terms and conditions of this Agreement are being or have been violated. Upon termination of this Agreement, the Agency shall immediately return all WTS test materials provided under this Agreement and WTS shall have no obligation to provide any additional test materials to the Agency. The Agency agrees to pay all reasonable costs and attorney fees incurred by WTS arising from or relating to the Agency's violation of the terms and conditions of this Agreement or WTS' enforcement of this Agreement.

IX. Cancellation of Request for Services

In the event that the Agency finds it necessary to cancel a test order after WTS has prepared such test materials, the Agency shall pay the minimum charges specified in the current fee schedule for the requested test materials.

X. Warranties and Limitation of Liability

WTS expressly disclaims all warranties, whether expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. Nothing contained in this Agreement, prior communications or in materials provided by WTS shall be interpreted as representing or warranting, directly or indirectly, the validity or use of any test materials provided by WTS, including the validity or use of the test materials being sustained by a court or governmental agency. The Agency agrees that WTS shall in no way be responsible for the cost of any losses, damages, liabilities, costs or any other consequences resulting from or relating to the test materials provided by WTS.

XI. Indemnification

The Agency agrees to indemnify, defend and hold harmless WTS, its owners, employees, agents and representatives, from an against any and all claims, losses, damages, liabilities and expenses (including attorneys' fees and costs) which arise from or relate to the Agency's use of WTS test materials.

XII. Wisconsin Law

This Agreement shall be governed by the laws of the State of Wisconsin. WTS and the Agency agree that the appropriate state of federal court located in Madison, Wisconsin shall be the proper place of venue and shall have jurisdiction over any disputes arising from this Agreement and both parties submit themselves to the jurisdiction of such courts.

XIII. Waiver

No waiver of any breach of any term of this Agreement shall constitute a waiver of any other breach.

XIV. Severability

If any provision of this Agreement is determined to be invalid under any applicable law, it shall be deemed omitted from the Agreement and the remaining terms and conditions will remain in effect.

This Agreement is entered into on this ____ day of _____, 20____ by and between WTS and the Agency.		
Agency Name:		
Address:		
City:	State:	ZIP:
Telephone: () -	Fascimile: () -	Email address:
Name of Signer:		Title:
SIGNATURES		
Wollack Testing Service, LLC By:		Date Signed:
Accepted by Agency By:		Date Signed: