



## APPRENTICE ADMITTANCE AGREEMENT

Welcome to the Washington LPN Apprenticeship Program (the “**Program**”). WHCA Apprentice LLC, a Washington limited liability company (“**Sponsor**,” “**us**,” “**we**,” or “**our**”) are pleased to admit you as an apprentice to the Program. Please review this Apprentice Admittance Agreement, State of Washington Department of Labor and Industries Form Apprenticeship Agreement attached hereto as **Attachment A**, and the General Terms and Conditions attached hereto as **Attachment B** (collectively, the “**Agreement**”), which are entered into between Sponsor and the apprentice identified below (“**Apprentice**,” “**you**,” or “**your**”).

### I. Apprentice Information

The State of Washington Department of Labor and Industries requires that each apprentice of the Program execute the Form Apprenticeship Agreement attached hereto as Attachment A. Please review, complete, and execute this form, and return to us with an executed copy of this Agreement.

<b>Apprentice Name:</b>	
<b>RSI Provider:</b>	Edmonds College
<b>Name of RSI Provider PN Program</b>	Edmonds College Practical Nursing (PN) Program
<b>Expected Program Start Date:</b>	September 23, 2024
<b>Expected Nurse Technician Promotion Date:</b>	January 2025
<b>Expected Program Graduation Date:</b>	June 2026
<b>Expected NCLEX Date:</b>	June 2026

### II. General Overview of Admittance Process

1. Applications to LPN Apprenticeship Program, RSI Provider PN Program.
2. Interview with Sponsor.
3. Admission to RSI Provider PN Program.
4. Acceptance of employment with Sponsor approved Training Agent.
5. Attend Program Orientation and RSI PN Program Orientation.
6. Begin employment with Training Agent.
7. Begin RSI Provider PN Program.

### III. Program Overview

The Program is designed to support apprentices in achieving their goals of becoming a licensed practical nurse (LPN) through a combination of on-the-job training and academic instruction. The Program is a partnership between educational institutions, employers, and the Washington Health Care Association (WHCA). The Program’s staff will serve as one of your primary points of contact as you navigate your apprenticeship.

Subject to the terms and conditions of this Agreement, we will provide you the following support:

1. Pay for half of your tuition and related fees in connection with the RSI Provider PN Program. You are responsible for the remaining half of your tuition and other related fees and expenses.
2. Pay for your NCLEX examination fees and initial application fees for licensure as a Practical Nurse.
3. Pay for certain equipment you will need for labs and clinicals (ex: stethoscopes, scrubs).

#### **IV. Program Overview and General Requirements**

Please pay special attention to the following program requirements, as they are material to your participation in the Program:

1. You must remain in good standing with the Program, the RSI Provider Program, and your employment with your Training Agent.
2. You must begin the Program as a Nursing Assistant Certified (NAC).
3. You must maintain continuous and uninterrupted enrollment in the RSI PN Program.
4. You must achieve 3.0 grade or higher in each RSI PN Program course.
5. You must maintain your employment eligibility and maintain proper licensure (NAC and Nurse Technician) for the duration of the Program.
6. You must maintain employment with your Training Agent during your participation in the Program.
7. You must become a Nurse Technician by the Expected Nurse Technician Promotion Date (see Section I above).
8. You must complete the 2000 hours of approved on the job training required by the Program prior to program completion.
9. You must pass the pass the NCLEX by the Expected NCLEX Date.
10. You must comply with program standards as well as with all program rules and policies.
11. After graduating from the Program, you must maintain continuous employment with your Training Agent for a minimum of two (2) years. Failure to fulfil this commitment may result in repayment of costs associated with your participation in the Program, including tuition, fees, and expenses incurred by Sponsor.
12. You must comply with all reporting obligations, such as reporting on-the-job training hours, other instruction-related training, absences, and changes in employment status.

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**ACCEPTANCE**

By signing below, you acknowledge that you have read, understand, and accept the terms and conditions of this Agreement effective as of the date signed by Sponsor. You understand that acceptance of this Agreement is required for your admittance into the Program. This Agreement includes and incorporates the above as well as the attached Terms and Conditions, which contains, among other things, warranty disclaimers, liability limitations, and other limitations. There shall be no force or effect to any different terms of any related order or similar form even if signed by the parties after the effective date hereof.

We look forward to working with you!

Apprentice Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name:

***ACCEPTED AND AGREED:***

WHCA APPRENTICE LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name:

Title:

**ATTACHMENT A**

**State of Washington Department of Labor and Industries Form Apprenticeship Agreement**

*(attached)*

**ATTACHMENT B**  
**GENERAL TERMS AND CONDITIONS**

1. **General.** These General Terms and Condition (the “**Agreement**”) govern Apprentice’s admittance to and participation in the Program. Capitalized terms used herein but not otherwise defined have the meaning given in the Apprentice Admittance Agreement.

2. **Sponsor Obligations.**

2.1 **Tuition.** Subject to the terms of this Agreement, including Apprentice’s good standing with the Program, which Sponsor shall determine in its sole discretion, Sponsor shall pay half of the tuition and costs owed by Apprentice to Sponsor’s designated Related Supplemental Instruction (RSI) Provider in connection with Apprentice’s matriculation into the RSI Provider’s PN Program. For purposes of this Agreement, (i) “**Related Supplemental Instruction (RSI) Provider**” means an accredited educational institution specializing in healthcare education; and (ii) “**PN Program**” means the Practical Nurse (PN) educational program designed to provide individuals with the necessary knowledge and skills to become Licensed Practical Nurses operated by the designated RSI Provider.

2.2 **Testing and Application Fees.** Subject to the terms of this Agreement, including Apprentice’s good standing with the Program, which Sponsor shall determine in its sole discretion, Sponsor shall be responsible for the payment of Apprentice’s initial testing fees for the National Council Licensure Examination (NCLEX) and the applicable initial application fees for licensure, including PN and Licensed Practical Nurse (LPN) licenses. In the event that Apprentice fails the NCLEX, Sponsor may cover the fees for retesting at Sponsor’s discretion on a case-by-case basis, taking into consideration Apprentice’s performance and commitment to the Program.

2.3 **Provisions of Uniforms and Equipment.**

(a) **Uniforms and Equipment.** At the commencement of Apprentice’s participation in the Program, Sponsor shall provide Apprentice with two (2) sets of Program-branded scrubs. Subject to the terms of this Agreement, including Apprentice’s good standing with the Program, which Sponsor shall determine in its sole discretion, Sponsor shall also supply Apprentice with all equipment deemed necessary by Sponsor for participation in hands-on labs and clinicals, including, but not limited to, stethoscopes, blood pressure cuffs, and any other tools.

(b) **Usage and Maintenance.** Apprentice shall use the provided uniforms and equipment solely for Program-related activities, including classes, labs, and clinical rotations. Apprentice is responsible for the proper care and maintenance of all provided uniforms and equipment and shall ensure they remain in good working condition throughout the Term.

(c) **Replacement of Items.** In the event of damage or loss of any provided uniforms or equipment, Apprentice shall promptly notify the Sponsor. The Sponsor may replace damaged or lost items at its discretion. If the damage or loss is determined to be due to Apprentice’s negligence or misuse, Apprentice may be held financially responsible for the replacement costs in Sponsor’s sole discretion.

(d) **Return of Property.** Upon Apprentice’s successful completion of the Program or termination of this Agreement, unless otherwise agreed to by Sponsor in writing, Apprentice shall return all provided uniforms, equipment, and any other property belonging to the Program in good condition, reasonable wear and tear excepted. Failure to return such items may result in Apprentice being held financially responsible for their replacement costs in Sponsor’s sole discretion.

2.4 **Need-Based Support.**

(a) **Availability of Support.** Subject to the availability of funding, Sponsor may, in its sole discretion, provide need-based support to Apprentice. This support may include, but is not limited to, housing stipends, tutoring services, and financial assistance for childcare or transportation.

(b) Request for Assistance. In the event that Apprentice experiences temporary hardship, Apprentice may submit a request for assistance to the Program. Such requests shall be reviewed on a case-by-case basis.

(c) Documentation. Sponsor reserves the right to require additional documentation from Apprentice to substantiate their application for need-based support. Such documentation must be submitted in a timely manner as specified by Sponsor.

## 2.5 Employment; Wages.

(a) Minimum Starting Wage. Through the employer approved by Sponsor to furnish Apprentice on-the-job training (the “**Training Agent**”), Apprentice will be guaranteed a minimum starting wage upon commencement of their employment with the Training Agent. Wage minimums vary by state and county. The specific starting wage shall be communicated to Apprentice at or prior to the commencement of their employment with the Training Agent.

(b) Wage Increases. Apprentice shall be entitled to receive a wage increase upon meeting specified academic criteria and completing required work hours. The criteria for wage increases shall be outlined in the Program Standards (as defined below).

(c) Acknowledgement of Employment Status and Liability. Apprentice acknowledges and agrees that Sponsor is not their employer. Apprentice’s employment relationship exists solely with the Training Agent with whom they are placed through the Program. Apprentice acknowledges and agrees that Sponsor shall not be liable for any unpaid wages, salaries, benefits, or other forms of compensation in connection with Apprentice’s participation in the Program. The responsibility for payment of wages and other employment-related obligations rests entirely with the Training Agent.

## 3. Apprentice Obligations.

3.1 Program Standards. Apprentice shall at all times comply with the Program Standards. For purposes of this Agreement, “**Program Standards**” means the agreement governing the operation and administration of the Program and all terms and conditions for the qualifications, recruitment, selection, employment, and training of registered apprentices, as may be adopted, amended, and/or replaced by Sponsor from time to time, including all policies and procedures related thereto.

### 3.2 Academic Obligations.

(a) Continuous Enrollment. Apprentice is required to maintain continuous enrollment in the PN Program throughout their participation in the Program. Apprentice must register for and complete all required courses and clinical rotations as outlined by the PN Program.

(b) Good Standing. Apprentice must remain in good standing in the PN Program at all times. Good standing is defined as meeting all academic, clinical, and professional standards set forth by the PN Program, including but not limited to:

(i) achieving a 3.0 or higher in each course on a 4.0 scale throughout the duration of the Program;

(ii) adhering to all academic and clinical policies, procedures, and codes of conduct established by the PN Program; and

(iii) demonstrating satisfactory performance in all clinical rotations and practical assignments.

### 3.3 Employment Obligations.

(a) Eligible Work Status. Apprentice shall maintain legal eligibility to work in the United States for the entire duration of its participation with the Program. This includes possessing and maintaining all necessary

documentation and authorizations as required by federal, state, and local laws. Apprentice shall provide Sponsor with valid proof of their work authorization status prior to the commencement of the Program and as requested by the Program thereafter. Acceptable documentation includes, but is not limited to, a valid U.S. passport, Permanent Resident Card (Green Card), Employment Authorization Document (EAD), or other documentation verifying Apprentice's eligibility to work in the United States.

(b) Obligation to Accept Employment. Apprentice agrees to accept an offer of employment from one of the Training Agents associated with the Program for purposes of receiving on-the-job training. Apprentice acknowledges that, subject to the Program Standards and applicable law, the terms and conditions of employment will be determined by the Training Agent making the offer. If Apprentice fails to accept an offer of employment from a Training Agent or maintain employment with the Training Agent, Apprentice, at Sponsor's sole discretion, may be required to reimburse Sponsor for costs associated with their participation in the Program, including, but not limited to, Apprentice's tuition covered by Sponsor.

(c) Employment Rules and Policies. Apprentice shall at all times comply with the Training Agent's conditions of employment, including its employee handbook and all applicable policies and procedures related thereto.

(d) Post-Program Employment. Apprentice agrees to maintain continuous employment with the Training Agent for a minimum of two (2) years immediately following its successful completion of the Program. In the event that Apprentice voluntarily terminates their employment with the Training Agent or is terminated for cause before completing the two-year commitment, Apprentice, at Sponsor's sole discretion, may be required to reimburse the Sponsor for certain costs associated with their training. Such costs may include, but are not limited to, tuition, fees, and expenses incurred by the Program and the Training Agent.

3.4 Reporting Obligations. Apprentice shall comply with all reporting obligations and deadlines, including any Training Agent or RSI Provider certifications thereof.

3.5 Notice Obligations. Apprentice shall immediately notify Sponsor in writing upon the occurrence of any of the following events:

(a) Academic Performance. Apprentice begins to fall behind in their coursework or if they encounter any difficulties that may affect their academic performance.

(b) Unexcused Absences. Any unexcused absence from classes, labs, or clinicals.

(c) Training Agent Approved Excused. Apprentice plans an absence in connection with its employment and it will be longer than five (5) consecutive days.

(d) Change in Apprentice Information. Any change of information in the documentation provided by Apprentice to Sponsor in connection with the Program.

(e) Employment Eligibility. Any changes to Apprentice's work authorization status.

(f) Workplace Difficulties. If Apprentice encounters any difficulties or issues in the workplace, including, but not limited to, conflicts with colleagues, supervisors, or any other challenges that may affect Apprentice's performance or well-being.

(g) Termination of Employment. If Apprentice's employment with the Training Agent is terminated during the Program for any reason. In addition, Apprentice shall immediately notify Sponsor if they intend to terminate their employment before the completion of the two-year commitment. Notification of termination should include the reasons for termination and any relevant supporting documentation.

3.6 Compliance with Laws. Apprentice shall comply with all applicable local, state, and federal laws and regulations.

3.7 Further Assurances. Apprentice shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as Sponsor may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, including applying for any applicable permits and the filing of any documents required by applicable law.

4. Apprentice Representations and Warranties. Apprentice represents and warrants to Sponsor that: (i) it has all necessary power and authority to enter into this Agreement and carry out its obligations hereunder; (ii) the execution, delivery, and performance by Apprentice of this Agreement do not and will not result in a violation or breach of any provision of any law or governmental order applicable to Apprentice; and (iii) no information contained in any application, report, notice, or any other document delivered by Apprentice or its agents to Sponsor in connection with the Program contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

## 5. Confidentiality.

5.1 Confidential Information. From time to time during the Term of this Agreement, Sponsor (as the “**Disclosing Party**”) may disclose or make available to Apprentice (as the “**Receiving Party**”) information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”).

5.2 Exceptions. Confidential Information shall not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this **4Error! Not a valid bookmark self-reference**, by the Receiving Party or any of its representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party’s Confidential Information; or (e) is required to be disclosed pursuant to applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

5.3 Non-Disclosure. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this **4Error! Not a valid bookmark self-reference**, caused by any of its representatives. The Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party and its representatives to prevent the breach or threatened breach of this **4Error! Not a valid bookmark self-reference**, and to secure its enforcement (without the need to prove damages or post bond), in addition to all other remedies available at law.

5.4 Information Sharing. Apprentice acknowledges, consents, and agrees that Sponsor may share information related to Apprentices’ participation in the Program, including, without limitation, its name and academic records, for the purpose of coordinating educational activities and on-the-job training, monitoring progress, providing support services, and such other purposes in furtherance of the Program’s objectives.

## 6. Termination.

6.1 Termination for Convenience. Sponsor, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, by providing written notice to Apprentice.



6.2 Automatic Termination. This Agreement shall automatically terminate immediately upon Apprentice's expulsion from the Program.

6.3 Effect of Termination. Upon the termination or expiration of this Agreement:

(a) Apprentice's admission to the Program shall terminate and Sponsor shall have no further obligation to Apprentice; and

(b) Apprentice shall promptly return any property, materials, or confidential information belonging to Sponsor or its partners in their possession or control.

6.4 Survival. The provisions of this Agreement that by their nature are intended to survive termination, including but not limited to indemnification and dispute resolution provisions, shall survive the termination of this Agreement and remain in full force and effect.

## **7. Waivers, Releases, Disclaimers, and Limitations.**

7.1 Liability Waiver and Release. Apprentice acknowledges that Sponsor is a non-profit organization established to support apprentices in achieving their goals of becoming LPNs. In consideration of the services provided through the Program, Apprentice hereby agrees to assume all risks of harm arising out of Sponsors performance obligations in connection with this Agreement and to release and hold harmless Sponsor, its directors, officers, managers, members, employees, independent contractors, volunteers, agents, and all other representatives, in both their individual and representative capacities, from any and all claims, losses, demands, investigations, lawsuits, damages, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees arising out of or in connection with this Agreement (collectively, "**Claims**"). Such Claims shall include, but not be limited to, all Claims for injury or death to persons; destruction of, or damage to, real and personal property, whether such Claims are asserted by me or any other person or entity; and whether such Claims are asserted against Sponsor or any of its directors, officers, managers, members, employees, independent contractors, volunteers, agents, or other representatives.

7.2 Publicity Waiver and Release. Apprentice hereby irrevocably permits, authorizes, grants, and licenses Sponsor and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, managers, and agents of each and all of them, the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use, my name, image, likeness, appearance, voice, professional and personal biographical information, other personal characteristics and private information, and all materials created by or on behalf of Company that incorporate any of the foregoing ("**Materials**") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of Sponsor and the Program without further consent from or royalty, payment, or other compensation to Apprentice. Sponsor shall be the exclusive owner of all rights, including copyright, in the Materials. Apprentice hereby irrevocably transfers, assigns, and otherwise conveys to Sponsor Apprentice's entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. Apprentice acknowledges and agrees that Apprentice has no right to review or approve Materials before they are used by Sponsor, and that Sponsor has no liability to Apprentice for any editing or alteration of the Materials or for any distortion or other effects resulting from Sponsor's editing, alteration, or use of the Materials, or Sponsor's presentation of Apprentice. Any credit or other acknowledgment of Apprentice, if any, shall be determined by Sponsor in Sponsor's sole discretion. Sponsor has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

7.3 No Guarantee of Employment. Apprentice acknowledges and agrees that participation in the Program does not guarantee employment, either during or after the completion of the Program. Successful completion of the Program, including meeting all academic and training requirements, does not entitle Apprentice to a job offer or employment contract from any Training Agent or employer. Sponsor makes no representations or warranties regarding Apprentice's

employment prospects, job placement, or continued employment with any Training Agent or employer. All decisions regarding hiring, employment, and job placement are made solely by the Training Agents or employers and are subject to their respective policies, procedures, and discretion. Sponsor has no control over and does not influence these decisions.

7.4 Limitation of Liability. IN NO EVENT SHALL SPONSOR OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO APPRENTICE OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SPONSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SPONSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SPONSOR BY APPRENTICE PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**8. Indemnification.** Apprentice (as the "**Indemnifying Party**") shall indemnify, hold harmless, and defend Sponsor and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the "**Indemnified Party**") against any and all Claims, arising out of or related to:

8.1 any breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by Apprentice;

8.2 any negligent or more culpable act or omission of Apprentice (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or

8.3 any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Apprentice (including any reckless or willful misconduct).

**9. Force Majeure.** Sponsor shall not be liable or responsible to Apprentice, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Sponsor's control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (i) lack of funding to support the Program or Sponsor's obligations herein; and (j) other events beyond the control of the Impacted Party.

## **10. Miscellaneous**

10.1 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

10.2 Entire Agreement. This Agreement, together with the Program Standards, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and the Apprentice Admittance Agreement, the State of Washington Department of Labor and Industries Form Apprenticeship Agreement, and/or the Program Standards, the following order of precedence shall govern: (a) first, the Program Standards; (b) second, the State of

Washington Department of Labor and Industries Form Apprenticeship Agreement, (c) third, the Terms and Conditions; and (d) fourth, the Apprentice Admittance Agreement.

10.3 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.5 Assignment. Apprentice shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Sponsor. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation by Apprentice shall relieve it of any of its obligations under this Agreement.

10.6 Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

10.8 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

10.9 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Washington. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Washington in each case located in the city of Seattle and County of King, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in such court has been brought in an inconvenient forum.

10.10 WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED

HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.11 Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement, (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time. The parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted and this Agreement shall not be construed against a party as the drafter. The attachments, schedules, exhibits, appendices, and other documents referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.