

FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA
SCHOOL DISTRICT

THIS FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this ____ day of _____, 2013, by and between the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metro Center Boulevard, Orlando, Florida, 32835 and _____, (hereinafter referred to as "Customer"), having its principal place of business at _____, provides as follows:

WHEREAS, the State of Florida established FLVS for among other reasons, the purpose of developing and delivering distance learning education to the K-12 students of the State of Florida, and

WHEREAS, Customer is a public school district within the State of Florida desirous of utilizing the products and/or services of FLVS, and

WHEREAS, Florida Statute 1002.37(5)(i) authorizes FLVS to enter into franchise agreements with Florida school districts,

NOW THEREFORE, for and in consideration of the mutual promises hereinafter exchanged and received by the parties, FLVS and Customer agree as follows:

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained on the FLVS web site - www.flvs.net - section for the State of Florida School District Franchise Agreement.

2. Customer hereby agrees to accept said franchise for the academic school year July 1, 2013 through June 30, 2014. In accepting the franchise agreement Customer does hereby agree to be bound by and comply with all terms and conditions contained herein and/or contained on the FLVS web site - <http://flvs.net/educators/Documents/2012->

2013%20FLVS%20Franchise%20Agreement.pdf- section for the State of Florida School District Franchise Agreement. All terms and conditions contained in the FLVS web site-www.FLVS.net –section State of Florida School District Franchise are hereby incorporated herein by reference as true and correct and binding on the parties.

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (90-plus days) accounts will be subjected to a 10 percent late fee and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

4. The term shall be effective on the effective date for a period of one (1) year and shall terminate in accordance with this article.

Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

6. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

FLORIDA VIRTUAL SCHOOL

LICENSEE

Signature

Signature

Name

Name

Title

Title

Date

Date