

## **ARIZONA LAW ENFORCEMENT POLICY MANUAL AND DAILY TRAINING SCENARIOS SUBSCRIPTION AGREEMENT**

This Subscription Agreement is entered into by and between Edwards & Amato, P.C. (hereinafter "Authors") and the undersigned subscriber, El Mirage Police Department, (hereinafter "Subscriber").

Authors own and publish the publications known as the Arizona Law Enforcement Policy Manual (the "Manual") and the Daily Training Scenarios (the "Scenarios").

Subscriber agrees to purchase the Manual and Scenarios, as well as the updates and renewals, as provided for in this Agreement.

WHEREFORE, the parties agree as follows:

1. Subscription. Subscriber agrees to pay the sum of \$4,900.00 for the first year and \$4100.00 for the second year to receive the Manual and Scenarios.
2. Updates and Renewals. Subscriber agrees to pay annually, on or before August 1<sup>st</sup> of each year (after year two), for updates of the Manual and for the Scenarios, at the cost of \$3,500.00 per year, subject to the provisions of paragraph 7 of this Agreement. Authors agree to update the Manual at least once per year, the annual updates are sent during the 4<sup>th</sup> quarter of the year. The Manual, Scenarios and all updates will be provided in electronic format using Word or Word compatible software. Any increase or decrease in the price of the Manual and/or the Scenarios shall be provided to the Subscriber no later than June 1<sup>st</sup> of each year.
3. Daily Training Scenarios. The purchase of the Manual entitles Subscriber to receive the Scenarios at no additional cost.
4. Reliance on Manual and Scenarios. The Authors intend the Manual and Scenarios to be as accurate as possible as of the date of publication. However, changes in the law are constant, and are often controlled by specific facts. This Subscription Agreement is not intended to serve as an engagement for legal services. The Manual and Scenarios should not be relied upon as legal advice by the Authors, and no attorney client relationship is established by subscribing to the Manual and/or Scenarios.
5. Limitation on Damages. In the event of any claim for damages relating

to the use of the Manual and/or Scenarios, the remedies available to Subscriber shall be limited to the return of the subscription price.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. Pursuant to A.R.S. § 38-511, the Subscriber may cancel this Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Subscriber is, or becomes at any time while the contract or any extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Authors receive written notice of the cancellation unless the notice specifies a later time.

7. Cancellation. This Agreement may be cancelled by either party at any time prior to the renewal payment. Once the renewal payment is received, the Subscriber will receive the Manual updates and Scenarios for that year.

8. Jurisdiction and Venue. This Agreement was entered into in Maricopa County, Arizona and as a consequence, Maricopa County is the appropriate place for jurisdiction and venue for any and all disputes arising out of this Agreement.

**AUTHORS:**

**SUBSCRIBER:**

EDWARDS & AMATO, P.C.

EL MIRAGE POLICE DEPARTMENT

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_