

POST Training Video Program Order

ADDITIONAL TERMS AND CONDITIONS

- 1. Services.** Agency agrees to make a program purchase via the DVD video or other multimedia-delivered programming "Service" offered by POST¹ as indicated on the opposite page. California law enforcement agencies in the California POST program may obtain programs free of charge and must order via the online POST Video Catalog. Programs are distributed via First Class US Postal Service or equivalent shipping method; rush orders available via overnight shipping at additional charge.
- 2. Rights to Use the Service.** California POST hereby grants to the Agency purchasing/acquiring the programs from the Service ("Agency") the nonexclusive right to utilize the programs provided by the Service for official law enforcement training purposes in accordance with the rates and terms specified herein.
- 3. Service Fees.** (Applicable to non-California POST agencies only) Agency shall pay POST a fee as indicated on the opposite page for the Services ("Service Fee"). All payments must be received by POST before the Service is performed.. All payments shall be made payable to the *Commission on POST* at the following address: California Commission on POST, 1601 Alhambra Blvd., Sacramento, CA 95816-7083. Agency-issued checks, money orders, and purchase orders accepted.
- 4. Covenants of Agency.** Agency agrees that the Services will be displayed for, or available for viewing by, only Agency personnel and in the case of teaching institutions (academies), the registered trainees of the Agency. Agency shall not record or in any way distribute, or cause to record or distribute, or allow employees, agents, vendors, students or others, to record or distribute, the Service, and/or the programs and elements thereof, for use at any Venue other than his or her own venue, and/or within their service area.
- 5. Copyright and Trademark Rights.** All licenses, rights, and interests in, to and with respect to the Service, and/or the programs and elements thereof, not specifically granted herein to Agency including, without limitation, all rights of copyright and trademark, shall be reserved to California POST and other independent program producing entities whose programs are included in the Service, and whose rights are reserved.
- 6. Indemnity.** Agency shall indemnify and hold harmless California POST and the State of California against and from all liabilities, claims, loss, costs, damages and expenses arising out of, or related to, Agency's use of the Service, and/or the programs and elements thereof, use of the licensed mark(s), and/or use of any and all policies, practices, and/or procedures demonstrated, described, or recommended. Without limiting the foregoing, POST shall not be liable for any delays, preemptions or other failure to perform, including but not limited to program failure, for reasons beyond the control of POST or its subcontractors.
- 7. Power to Enter into Agreement.** Agency represents and warrants to California POST that it has the power and authority to enter into these Terms and Conditions.
- 8. Amendments.** This Agreement may be amended in writing and such amendments will be in effect only after being signed by both parties.
- 9. Entirety of Agreement.** This Agreement with attachment constitutes the entire agreement between the parties with regard to the Program.
- 10. Choice of Law: Jurisdiction and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action based upon an Agreement, either explicit or implied, shall be brought exclusively in the appropriate court of the state of California, county of Sacramento.
- 11. Notices.** All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail addressed to the parties at their addresses indicated on the face sheet hereto.

POST Video Catalog Online - www.post.ca.gov/post-training-videos.aspx

Telecourse

Produced exclusively by POST, these documentary-style instructional programs are designed for in-service and advanced training. Contemporary themes and realistic scenarios are integrated into each program. Divided into roll-call length segments of 15-20 min. each for a total of approximately two (2) hours of CPT-eligible video training. ⁹⁹ each.

Case Law Today

Features monthly updates in case law that directly affect peace officers on the street. Concise segments offer legal perspective from experts on topics that include civil liability, detention, evidence, interrogation and Miranda issues, search and seizure, search warrants, and vehicle stops. Six segments are 5-10 min. each for a total of approximately one hour per monthly program. ³⁹ each.

Special Videos

Includes special short-form training or informational videos that are not part of the regular two-hour Telecourse series or Case Law Today series. These limited-release programs are designed for specific law enforcement audiences or specialized training programs. Availability may be limited or restricted. ⁹⁹ each.

¹"POST" is the California Commission on Peace Officer Standards and Training, an agency of the State of California.