

AGREEMENT

THIS AGREEMENT is made and entered on August 11, 2004 by and between

Carrie Christensen
12120 Herbert Street
Los Angeles, CA 90066

Hereinafter call the Contractor, and the

OHLONE COMMUNITY COLLEGE
43600 Mission Boulevard
Fremont, CA 94539-0390
(510)979-7950

Hereinafter called the District.

WITNESSETH

WHEREAS, Contractor is specially trained, experienced, and competent to perform the special services pursuant to this agreement; and

WHEREAS, the District desires the services of the Contractor;

The parties agree as follows:

1. The period of this agreement covers Community Education classes to be conducted on August 14, October 23 and December 4, 2004.
2. The Contractor shall conduct the seminar:
 - Class # BU 200
 - Class Title: Notary Public Workshop
 - Date: Saturday, August 14, 2004
 - Time: 8:30 AM – 5:00 PM
 - Location: Ohlone College, Fremont, Room 8112

 - Class # BU 201
 - Class Title: Notary Public Workshop
 - Date: Saturday, October 23, 2004
 - Time: 8:30 AM – 5:00 PM
 - Location: Ohlone College, Fremont, Room 8112

 - Class # BU 202
 - Class Title: Notary Public Workshop
 - Date: Saturday, December 4, 2004
 - Time: 8:30 AM – 5:00 PM
 - Location: Ohlone College, Fremont, Room 8112
3. The Contractor shall provide all instructional elements including the following:
 - Instructor; all classroom materials and handouts;
 - A course outline which shall require prior review and approval of the Dean of Entrepreneurial Programs.

4. The Contractor may do marketing, including but not limited to :
 - Preprinted fliers (with Ohlone disclaimer);
 - Contractor shall pay all costs associated with flier production and mailing (Ohlone College’s nonprofit mailing permit will not be used).
5. The District shall provide the following:
 - Classroom facilities
6. All student registrations shall be made through the District Community Education Office.
7. The seminar will be conducted only if the following enrollment requirements are met:
 - Minimum enrollment required for seminar to be held is 12.
 - Maximum enrollment is determined by the size of the classroom.
 - Minimum number of paid enrollments must be received in the Community Education office five days prior to the seminar.
8. For the “Notary Public” seminars the District shall pay the Contractor for services rendered at 40% of the gross revenue from the seminar fee of \$75 plus \$122.50 to cover the cost of the Notary exam. Community Education is charging a \$20 surcharge per registration which is not included in the gross revenue.
9. **Payment based on the gross revenue shall be made by the District after the completion of each seminar upon the submittal of an invoice to the District approved by the Dean of Entrepreneurial Programs.**
10. The District shall not be liable to the Contractor for personal injury or property damage sustained by her/him in the performance of this contract, whether caused by herself/himself, the District, its officers, agents or employees, or by any third person.
11. The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, its officers, its employees, and representatives from and against all liability, loss, cost, and obligation on account, or arising from, the negligent acts or omission of the Contractor in the performance of the services herein provided.
12. While performing service hereunder, the Contractor is an independent Contractor and not an officer, agent, or employee of the District.
13. We reserve the right to cancel this offering at our discretion.
14. Neither party shall assign this agreement or any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written.

-Contractor-
Carrie Christensen

-District-
On behalf of
Ohlone Community College District

By _____
Carrie Christensen
Title: Owner

By _____
Leta Stagnaro
Title: Dean, Entrepreneurial Programs

Date _____

Date _____