

## AGREEMENT

THIS AGREEMENT is made and entered into this 19th of January 2005, by and between

New Dawn Consulting  
P.O. Box 14941  
Fremont, CA 94539  
510-651-2182

hereinafter called the Contractor, and the

OHLONE COMMUNITY COLLEGE DISTRICT  
Entrepreneurial Programs  
43600 Mission Boulevard  
Fremont, California 94539-0390  
(510) 659-7358

hereinafter called the District.

### WITNESSETH:

WHEREAS, Contractor has special expertise in Environmental Health & Safety, Hazardous Waste Management and Safety Training, Injury Illness Prevention, Ergonomics Training, Environmental Compliance and

WHEREAS, the District desires the services of the Contractor;

The parties agree as follows:

1. The period of this agreement shall be from January 26, 2005 – December 31, 2005
2. The contractor shall provide the following consulting/training service for the Contract Education Department for Borden Chemical, Inc.:
  - Contractor will provide training aids and design training materials.
  - Contractor will provide master copy of training materials for duplication
3. The District shall pay the Contractor \$6,650.00 for services rendered:
  - Design and customize training materials and deliver 9 customized training sessions

Payment shall be made by the District after completion of the services and upon the submittal of an invoice to the District approved by the Dean of Entrepreneurial Programs.

If the deliverables are, in the opinion of Ohlone college or its client, considered unsatisfactory, the contractor will have the option of either correcting the materials to the satisfaction of Ohlone College or the Client (within the dates and description of services set forth in the original agreement) or canceling the contract.

4. 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.
5. 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.
6. While performing service hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the District.
7. We reserve the right to cancel this offering at our discretion.
8. Neither party shall assign this agreement nor any part thereof without the written consent of the other party.

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

-Contractor-

-District-

NEW DAWN CONSULTING

OHLONE COMMUNITY  
COLLEGE DISTRICT

By \_\_\_\_\_  
Dawn Langer  
Title: Chief Operations Officer

By \_\_\_\_\_  
Leta Stagnaro  
Title: Dean, Entrepreneurial Programs

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

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