

## AGREEMENT

THIS AGREEMENT is made and entered on December 14, 2005 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 between January 1, 2006 – July 31, 2006
2. The Contractor shall make available its approved online Notary course.
3. Students will register through Community Education. The contractor will email students a link to the Notary Public Course within 48 hours of receipt of students' information.
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. Students will be invited to take the exam with our on-location seminar..
6. There will be no minimum enrollment required for any of the courses offered by the contractor.
7. Contractor agrees to waive its fee for any student who expresses, in writing, dissatisfaction with a course provided by the contractor.
8. Contractor hereby grants Ohlone College permission to use Contractor's name, qualifications and course descriptions in advertising or promotion. In addition, Ohlone College may list the Contractor's on-line courses in its catalog.

9. For the "Notary Public" seminars the District shall pay the Contractor for services rendered at 50% of the gross revenue from the seminar fee of \$75.
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. Either party may cancel this offering with 30 days written notice.
14. Neither party shall assign this agreement or any part thereof without the written consent of the other party.

-Contractor-  
Carrie Christensen

-District-  
On behalf of  
Ohlone Community College District

By \_\_\_\_\_  
Carrie Christensen  
Title: Owner

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

Date \_\_\_\_\_

Date \_\_\_\_\_