

## SAMPLE AGREEMENT FOR CONTRACT INSTRUCTION

College/District Name  
Address/City/Zip

### AGREEMENT FOR CONTRACT INSTRUCTION (NOT FOR CREDIT INSTRUCTION)

(Name) Community College District, hereinafter referred to as "Contractor," and **[client name & address]**, hereinafter referred to as "Recipient," mutually agree as follows:

1. Contractor represents that it is a public post-secondary institution with the capability and the experience to provide services in the area of **[topic]** at the post-secondary level.
2. Facilities will be provided by **[Recipient or Contractor]** to conduct the program specified herein. They shall meet the requirements of state and local safety and health regulations during the term of the Agreement.
3. Recipient and Contractor will honor the schedule of meeting times mutually agreed upon beginning **[date]** and not to exceed **[date]**.
4. The location of the services shall be: **[location address]**
5. For a fee not to exceed **[\$[xxxx.xx]**, Contractor shall provide the following services:

#### **[Description of services]**

Should Recipient require additional services in any of the above components, the fee shall be negotiated separately.

6. The instructor(s) shall be **[Instructor Name or As mutually agreed upon]**.
7. All participants shall be under the direction and supervision of the instructor as specified herein.
8. Payment of 20% **[\$[amount]** is due prior to the start of instruction. Recipient shall compensate Contractor for services provided pursuant to this Agreement in the amount specified within thirty (30) days following the receipt of an invoice from Contractor for the services described herein.
9. Contractor represents that all operations of Contractor's business are and will continue to be conducted in compliance with Title VI and VII of the Civil Rights Act of 1964; Title IX of the Higher Education Act of 1972, the Privacy Rights of Parents and Students Act of 1974, and all applicable local, state and federal health and safety regulations.
10. Recipient agrees not to enter into a competitive agreement for these services with the instructor(s) or consultant(s) provided by Contractor for a period of one year following the conclusion of this agreement.



11. Contractor shall indemnify and hold Recipient harmless against any liability whatever arising from any act or acts of the Contractor or subcontractors participating or functioning in this training program and activities herein provided, to the extent provided by law.

Recipient shall indemnify and hold Contractor harmless against any liability whatever arising from any act or acts of Recipient's employees assigned directly to this training program and activities herein provided, to the extent provided by law.

12. The College District retains the right to cancel any class that is offered under this agreement no later than 10 days before the first meeting of the class.

The Recipient retains the right to cancel the course that is offered under this agreement no later than 10 days before the first meeting of the class. If the course is canceled 10 days to 30 days prior to start of the course, the 20% deposit is non-refundable.

If the Recipient cancels the course 9 days to 2 days prior to the course, it shall pay the College District 75 % of the Course Fee. If the Recipient cancels the course 1 day before the course or later, 100% of the fee will be due.

A course may be rescheduled within 90 days of the original course date, with no penalty fee. All fees are due by the original due date.

**CONTRACTOR**

**RECIPIENT**

**COLLEGE/DISTRICT NAME**

**CLIENT**

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

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

Name: District Authorized Agent: \_\_\_\_\_

Name & Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

College Address: \_\_\_\_\_

Client Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

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

EIN: \_\_\_\_\_  
(Federal Employer Identification Number)