



# HAZARD CLASS LLC TRAINING AND CONSULTING

## HAZARD CLASS LLC TRAINING SERVICES AGREEMENT

### **Hazard Class LLC**

Contact: Jake Ryks

Phone: 651-263-5981

Email: [Jake@hazard-class.com](mailto:Jake@hazard-class.com)

("Hazard Class")

AND

### **Grand Rapids Fire Department**

Address: 104 SE 11th St, Grand Rapids, MN 55744

Contact: Travis Cole

("Client")

### **1. SCOPE OF SERVICES**

The following details the scope of services and assumptions for each scope item ("Services"). These scope items are based on email correspondence and phone conversations.

#### **1.1 56-HR Hybrid Learning Hazardous Materials Technician Course**

Hazard Class will provide an experienced instructor to deliver a hybrid 56 hour HAZMAT Tech Training consisting of 6x 3-hour online lectures, 6x 1-hour hands on lesson plans, 2x 8-hour in-person training days. Access to recorded lectures will be available to the client until June 1st, 2025. After this date the client may not access or utilize training materials without prior written consent from Hazard Class. Training period will begin weekly starting April 10th, 2025 and conclude June 1st, 2025. Course content will be built off *Hazardous Materials: Managing the Incident* by, Gregory Noll and taught to the standards required by OSHA 29 CFR 1910.120. Following completion of the training, and receipt of full payment for services, each person in attendance will receive a signed electronic pdf certificate documenting their completion of the course.

#### **1.2 Client Responsibilities**

The client agrees to provide all necessary equipment to facilitate all in-person and online training service as outlined in this agreement.

## 2. COMPENSATION

The Client agrees to pay Hazard Class a fee of \$8,400 for the Services rendered in addition to reimbursement for all necessary business mileage incurred while performing services under this contract at the 2025 IRS standard mileage rate. Client also agrees to reimburse Hazard Class for 2 nights of hotel accommodations for in-person training days. Invoice will be sent to Client prior to start of training, the client will pay a 50% deposit prior to the start of training. The remaining balance of the invoice will be paid in full within 30 days of completion of training. Certificates will not be issued until full payment is received by Hazard Class.

### 2.1 LATE FEE

The Client shall incur a late fee of 1.0% per week on the outstanding balance until the amount is paid in full.

## 3. CANCELLATION AND RESCHEDULING

The Client may cancel and reschedule a scheduled training session without penalty if written notice is provided to Hazard Class more than 14 days prior to the scheduled date. If the Client cancels within 14 days of the scheduled training date, a rescheduling fee of 20% of the total training cost will be charged. If the Client cancels within 48 hours of the scheduled training date, a rescheduling fee of 50% of the total training cost will be charged.

## 4. PROTECTION OF PROPRIETARY TRAINING MATERIALS

- A) **Definition of Proprietary Materials:** For the purposes of this Agreement, "Proprietary Materials" refers to all training materials, including but not limited to manuals, presentations, videos, software, and other educational content developed, owned, or licensed by Hazard Class.
- B) **Ownership:** Hazard Class retains all rights, title, and interest in and to the Proprietary Materials. The receiving party acknowledges that they have no rights in the Proprietary Materials other than the limited rights granted in this Agreement.
- C) **Confidentiality Obligations:** The receiving party agrees to treat all Proprietary Materials as confidential and shall not disclose, reproduce, or distribute such materials without the prior written consent of Hazard Class. This obligation shall survive the termination of this Agreement.
- D) **Use of Proprietary Materials:** The receiving party may use the Proprietary Materials solely for the purposes specified in this Agreement and shall not use them for any other purpose without the prior written consent of Hazard Class.
- E) **Injunctive Relief:** The receiving party acknowledges that any unauthorized use or disclosure of the Proprietary Materials may cause irreparable harm to Hazard Class, for which monetary damages may be inadequate. Therefore, Hazard Class shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

## 5. INDEMNIFICATION




The Client agrees to indemnify and hold harmless Hazard Class from any claims, damages, or liabilities arising from the Client's use of the training service.

**6. AUTHORIZATION**

If this agreement is acceptable, please sign and return via email to [Allison@hazard-class.com](mailto:Allison@hazard-class.com). Hazard Class will execute the training agreement and return one copy to your files. Your signature indicates acceptance of the contract document, as defined above, unless expressly modified in writing.

**ACCEPTED BY**

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 <b>HAZARD CLASS LLC</b> TRAINING AND CONSULTING	<b>Client</b> 
By: 	By:
Printed Name: Jake Ryks	Printed Name:
Title: Owner	Title:
Date: 3/28/2025	Date