



Gold Health and Safety Consulting, Inc.

4001 Inglewood Ave., Suite 101-292, Redondo Beach, CA 90278
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CONSULTING SERVICES AGREEMENT

Health and Safety Consulting Services:

The parties to this agreement are the following:

GSC: Gold Health and Safety Consulting, Inc.
4001 Inglewood Ave., Suite 101-292
Redondo Beach, CA 90278

Client:

Client Representative: Name:
Email:
Phone:
Fax:

SCOPE OF WORK

The aforementioned Client hereby authorizes and contracts with Gold Health and Safety Consulting, Inc., (herein “GSC” or “Consultant”) to perform the following services pursuant to the Terms and Conditions contained below and within this Agreement:

- Initial Project:
 - _____
 - _____

- Provide health and safety consulting services, on an as-needed and as-requested basis.

- This Agreement constitutes a “Blanket Purchase Order.” Upon receipt by GSC of Client’s individual project/task “Work Order”, GSC shall contact Client representative(s) to make arrangement for site services.

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- The term of this Agreement is for one year, however, the Agreement can be terminated by Client or GSC at any time, or modified by either party upon mutual agreement and signed acceptance by both parties of said modification documentation.
- This Agreement does not constitute a requirement of Client to use GSC's services, but rather is to facilitate the terms of services when Client issues "Work Orders" or other service requests to GSC.

FEES & EXPENSES

The fee for the initial project is \$_____. A retainer fee of \$_____ (50% of the project cost) is to be provided to GSC at the time of sample collection.

Fees for all other services, unless otherwise specified in advance, please see GSC's January 1, 2013 price list which is included herein as Attachment A.

RELATIONSHIP OF PARTIES

GSC shall undertake all obligations pursuant to this Agreement as an independent contractor. Neither GSC, its officers, agents, delegates, nor employees shall be considered to be or hold itself, himself or themselves out at any time as agents, servants, workers, or employees of Client, its parent, or any of its or their affiliate or subsidiary companies for any purpose whatsoever. GSC shall be solely responsible for hiring, supervising, and directing all of its agents and employees, for the payment and withholding of all payroll and other taxes imposed upon or determined by wages and salaries of such agents or employees and for complying with all applicable workers and unemployment compensation laws, occupational safety and health laws, and temporary disability laws.

CONFIDENTIALITY

All confidential and proprietary information exchanged between Client and GSC will remain confidential and shall remain the properties of Client and GSC, respectively. GSC shall not disclose any safety or environmental compliance related information regarding Client to a third party without prior written agreement from Client or Court Order directing such disclosure.

INTELLECTUAL PROPERTY

All materials produced as required by GSC for the Scope of Work, such as but not limited to, training materials, written documents, databases, and custom designed software, are the property of GSC and may not be copied or distributed beyond as required in relation to the specific Scope of Work without the explicit written permission of GSC.

SCOPE OF SERVICES

Unless otherwise stated herein, the obligations of GSC are limited to discovery of items that are readily discernible, from generally accepted testing practices. Client acknowledges that GSC may perform destructive testing (examples: drilling or cutting holes in wall board) upon Client's agreement. GSC does not bear any liability for destructive testing damage or any responsibility whatsoever for repairs needed to restore conditions after destructive testing.

PROFESSIONAL RESPONSIBILITY AND LIMITED WARRANTY

GSC will perform services according to generally and currently accepted safety and environmental consulting principles and practices. This warranty is in lieu of all other warranties, either expressed or implied. If, during the six month period following the completion of the work, there is any evidence that GSC has failed to fulfill this representation, and Client has notified GSC in writing of any such failure during such six month period, GSC shall perform corrective consulting services within the original Scope of Work as may be necessary to remedy such failure. GSC shall not be held responsible for products of other firms, nor for products acquired on Client's behalf by GSC.

STATUTE OF LIMITATIONS

Despite any statute to the contrary, any claim arising from or relating to this Agreement, whether contract, tort, or both, shall be brought within one year after it arises.

LIABILITY AND INDEMNIFICATION

GSC shall indemnify and hold harmless Client, its officers and employees against all losses, claims, liabilities, damages, and expenses of any nature, directly or indirectly arising out of or as a result of performance or failure to perform services under this Agreement except those claims, etc., arising from the sole negligence or willful misconduct of Client or its employees. Client agrees to limit GSC's aggregate liability for damages arising out of services performed, whether arising out of negligence, strict liability, contract, or otherwise, including liability to third parties, to an amount not to exceed the gross billing for work solely performed by GSC for Client, and Client shall indemnify, hold harmless and defend GSC against any liability in excess of that amount.

ARBITRATION

Any controversy arising out of the project referred to herein or regarding the enforcement or interpretation of this Agreement shall be submitted to binding arbitration upon written notice from either party. Arbitration shall be held in accordance with the then existing rules of the American Arbitration Association but not with the right to discovery under the California Code of Civil Procedure. Should any arbitration or action at law or in equity be commenced by GSC against owner, growing out of or in any way connected with this Agreement to enforce or interpret its terms and provisions, GSC shall be entitled to recover reasonable attorney's fees in addition to other remedies to which it may be entitled.

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INSURANCE

GSC shall maintain insurance coverage during the performance of services for Automobile Liability Insurance in accordance with the laws of the State of California, statutory Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the State of California, Comprehensive General Liability Insurance, and Professional Liability Insurance (Errors and Omissions) coverage. Certificates of said insurance are available to Client upon request.

COMPLIANCE WITH LAWS

GSC shall at all times perform the services required to complete the Scope of Work in strict compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. GSC will at all times while on Client's premises observe and abide by all applicable Client rules, regulations and procedures adopted by Client.

PAYMENT TERMS

The Client will be invoiced at the completion of the project, or at the end of each calendar month for progress made, whichever comes first. Client shall pay invoices in full upon receipt of the invoice. All invoices will be posted first class on the date of issue or hand delivered to the Client Representative.

For certain projects, Consultant may request an advanced retainer fee. Any advance retainer fee charged by Consultant shall be applied to the balance due for the cost of the project on the first and subsequent invoices until the retainer fee is exhausted. Should at the completion of the project any portion of the retainer amount remain unused, Consultant shall return that unused portion to the Client within 30 days of the issuance of the final invoice.

Payment terms are NET 15. After 15 days have elapsed, Consultant reserves the right to charge late payment fees consisting of interest at ten (10%) per annum base not to exceed the maximum interest rate allowed by law. If Client objects to all or any portion of an invoice, Client shall notify Consultant in writing within 10 days of Client's receipt of such invoice of any and all objections and shall promptly pay that portion of the invoice that is not in dispute. Consultant and Client shall make every effort to promptly settle an invoice dispute. Late payment fees shall not be applied to disputed invoice portions. Client shall pay any attorney's fees, collection agency fees, or other costs incurred by Consultant in collecting delinquent amounts.

ASSIGNMENT OF WORK

GSC and Client shall not delegate, assign or transfer any interest in this Agreement without written consent of the other party. GSC may retain employees, subcontractors, Consultants or assistants, as it deems necessary to perform the Services hereunder.

ENTIRE AGREEMENT

This Agreement and its referenced attachments contain the final, complete and exclusive statement of the terms of the Agreement between GSC and Client and supersede all prior and contemporaneous understandings and agreements of the parties, whether oral or in writing between the parties respecting the subject matter of this Agreement. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. In the event that Client generates a contractual document that contains additional terms and conditions (such as a purchase order) that may be inconsistent with the provisions set forth in this Agreement, it is understood and agreed upon that this Agreement is the prevailing document.

SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court or an arbitrator of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

CHOICE OF LAW AND VENUE

This Agreement has been entered into in the State of California and shall be governed by the laws of that State. All terms in association with the Scope of Work shall be used as defined by the State in which the services are conducted. This Agreement is deemed entered into in Los Angeles County, California, which shall be the exclusive venue concerning this Agreement.

NOTICES

All notices in connection with this Agreement shall be in writing, and shall be sent to the parties' addresses set forth above, or to such other addresses as the parties hereafter specify, in person, by certified or registered mail, overnight carrier, telex, telecopy or other similar facsimile transmission. Such notices shall be deemed given when there is documented delivery to a party.

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ACCEPTANCE BY AUTHORIZED REPRESENTATIVES

The following signatories are authorized representatives of GSC and Client, respectively for the execution of this Agreement and each subsequent attachment. In consideration of the above, the parties have executed this Agreement, which shall be effective as of the date written below. Such execution shall constitute Client's authorization to have GSC proceed with services.

For Client:

Authorized Signature

Printed Name & Title

Date

For Gold Health and Safety Consulting Inc.:

Authorized Signature

Dave Gold, President

Printed Name & Title

Date