



Company Name: \_\_\_\_\_

Flagger Instructor Name: \_\_\_\_\_ Instructor ID (Last 4 of SSN): \_\_\_\_\_

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

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

City, State Zip: \_\_\_\_\_

## 1. APPOINTMENT; TERM; RENEWAL

GA Flagger Instructor is an authorized GA Flagger Instructor of the Southeastern Chapter National Safety Council (SCNSC).

- A.** GA Flagger Instructor's appointment by SCNSC to teach the NSC 4 Hour Flagger Course will be effective when GA Flagger Instructor receives a copy of this Agreement that has been approved by an authorized representative of SCNSC.
- B.** The appointment shall expire **two years** from the date of this agreement. The appointment may be renewed if the GA Flagger Instructor has complied with all terms of the Agreement and the GA Flagger Instructor has completed their renewal paperwork and paid the **GA Flagger Instructor Renewal Fee of \$150.00**. No recertification course or class monitoring is required.
- C.** GA Flagger Instructor may teach the NSC 4 Hour Flagger Course only to employees of GA Flagger Instructor named Company in the agreement or Subcontractors Contracted to the GA Flagger Instructor Company.

## 2. OBLIGATIONS GA FLAGGER INSTRUCTOR

- A.** GA Flagger Instructor has been provided with SCNSC's Rules and Procedures. GA Flagger Instructor agrees to teach the NSC 4 Hour Flagger Course in accordance with and to comply with provisions of the rules and procedures, as it may be amended from time to time by SCNSC. GA Flagger Instructor shall comply with all applicable regulations as it pertains to delivery administration or benefits of the NSC 4 Hour Flagger Course. GA Flagger Instructors are prohibited from conducting any similar 4 Hour Flagger Courses other than those developed or offered by the Southeastern Chapter National Safety Council during the term of the Agreement between the GA Flagger Instructor and SCNSC.
- B.** GA Flagger Instructor agrees to adhere to the appropriate, current NSC 4 Hour Flagger Course materials prescribed therein for teaching the NSC 4 HOUR FLAGGER Course under this Agreement. GA Flagger Instructor shall order all NSC 4 Hour Flagger Course materials from SCNSC, should the GA Flagger Instructor wish to do so.
- C.** GA Flagger Instructor agrees that SCNSC, Master Flagger Instructors, and their representatives, may monitor GA Flagger Instructor's NSC 4 Hour Flagger Course instruction at any time. GA Flagger Instructor agrees that if they have placed their name on a roster and submitted that roster, the class was taught in compliance with the program. If at anytime during a monitoring or while monitoring during an active work zone, a Flagger that has been taught by a GA Flagger instructor under said agreement is operating in a manner inconsistent with the program, the GA Flagger Instructor credentials can be terminated. GA Flagger Instructors are responsible for each person that you train.
- D.** GA Flagger Instructor acknowledges that NSC and SCNSC are the sole owners of the trade names, trademarks, and logos used by NSC (the "Marks"), including "National Safety Council", the Green Cross for safety, "Southeastern Chapter National Safety Council", and 4 Hour Flagger design, and GA Flagger Instructor acknowledges the validity of the Marks.



**E.** GA Flagger Instructor will have their manger/supervisor from their Company monitor one complete course and email monitoring form back to SCNSC. GA Flagger Instructor Card will not be sent until this monitoring is complete. Company/GA Flagger Instructor agrees to continually supervise the NSC 4 Hour Flagging Course offered.

**F.** GA Flagger Instructor will send **all rosters** for all NSC 4 Hour Flagger Courses taught to SCNSC. All rosters must be sent on the GA Flagger Roster provided for cards to be processed correctly. Cards are currently priced at \$8.00 per flagger trained, price is subject to change, and GA Flagger Instructor agrees to said price change should that take place, SCNSC will notify GA Flagger Instructor.

**3. TERMINATION**


Either party may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the other party. The Agreement may also terminate, at SCNSC's election, upon the termination or expiration of GA Flagger Instructor's appointment as an authorized GA Flagger Instructor.

**A.** Subject to applicable law, SCNSC may terminate this Agreement for any of the following reasons:

- 1. GA Flagger Instructor fails to comply with or is in default under any provision of this Agreement, including any provision of the materials.
- 2. GA Flagger Instructor is delinquent in the payment of any SCNSC invoice under any agreement between GA Flagger Instructor and SCNSC unless otherwise provided in another Agreement between GA Flagger Instructor and SCNSC, payments due under this Agreement shall be delinquent if not paid within 30 days after the date of the invoice.

**B.** If GA Flagger Instructor has received two notices of termination within any twelve (12) month period and within twelve (12) months after the second notice, any act of omission of GA Flagger Instructor constitutes good and sufficient cause for termination under this Section 5, SCNSC may immediately terminate this Agreement upon written notice to GA Flagger Instructor without affording GA Flagger Instructor an opportunity to cure.

**C.** GA Flagger Instructor may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to SCNSC.

<b>Date</b>	<b>Signature-GA Flagger Instructor</b>	<b>Title</b>
		<b>Safety &amp; Health Director</b>
<b>Date</b>	<b>Signature-SCNSC Representative</b>	<b>Title</b>