

PALOMAR COMMUNITY COLLEGE DISTRICT
LECTURE/WORKSHOP SPEAKER ENGAGEMENT AGREEMENT

This agreement is made and entered into on this ____ day of _____. 20____, County of San Diego, State of California by and between the Palomar Community College District, hereinafter called the District and _____ hereinafter called Presenter.

In consideration of the matters described below and the mutual benefits and obligations as herein set forth, the District and Presenter (individually the "Party" and collectively the "Parties" to this Agreement), agrees to the following:

1. TERMS OF ENGAGEMENT:

- a. Description of Engagement: _____

 _____ ("Engagement")
- b. Speaker: _____
- c. Speaker's telephone number: _____
- d. Topic of Lecture/Workshop: _____

- e. Location of Lecture/Workshop: _____

- f. Dates/times of Lecture/Workshop: Date: _____ Time: _____
 Date: _____ Time: _____
 Date: _____ Time: _____

2. ACCOMODATIONS, TRANSPORTATION AND PAYMENT FOR ENGAGEMENT: Payment for Presenter's accommodations, transportation, and meals is at the sole discretion of District. District will pay by check in U.S. dollars net thirty (30) days after the Engagement. District will not pay or withhold federal, state, or local income or other payroll taxes on behalf of Presenter. Presenter agrees to report and pay all applicable taxes. The District agrees to pay and the Presenter agrees to accept the following as full compensation for provision of the services outlined herein.

- a. Accommodation expenses: \$ _____
 - b. Travel expense: \$ _____
 - c. Engagement fee: \$ _____
- Total: \$ _____

A deposit of _____ shall be due on or by _____ with the balance of _____ due and payable within thirty (30) days _____ by District.

3. DISTRICT SHALL PROVIDE: _____

4. PRESENTER SHALL PROVIDE: _____

5. INDEPENDENT CONTRACTOR: In providing the services under this Agreement it is expressly agreed that the Presenter is acting as an independent contractor and not as an employee. The Presenter and the District acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. Presenter agrees to be solely responsible for the content of the lectures and agrees that no part of the presentation poses a risk to the attendees of the District.

6. RELEASE OF LIABILITY: Presenter hereby release, discharge, indemnify, and agree to hold harmless District, District's governing board (Board) and College and each of their trustees, employees, agents, coaches, teachers, volunteers, and representatives free from any and all liability arising out of or in connection with my performance or any of our agents performance of these Services. For purpose of this RELEASE, liability means all claims, demands, losses, causes of action, suits, or judgments of any kind that myself, my agents or the guardians, heirs, executors, administrators, and assigns may have against District, Board, College, and their trustees, employees, agents, coaches, teachers, volunteers, and representatives because of my personal, or my any of my agents personal, physical or emotional, injury, accident, illness, or death, or because of any loss of or damage to property that occurs to me, my agents or the property during my performance of Services that may result from any cause including, but not limited to District's, Board's, College's, Trustees', employees', agents' coaches', teachers', volunteers' students', or representatives' own passive negligence or other acts other than active negligence, fraud, willful misconduct, or violation of the Law.

7. NOTICE/MODIFICATION OF AGREEMENT/ADMINISTRATION OF AGREEMENT: Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such written notice, or may be served by certified mail. This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent a party hereunder shall be addressed as follows:

District: _____
Designated District Representative
Palomar Community College District
1140 West Mission Road
San Marcos, CA 92069

Presenter: _____

Address

City, State, Zip Code

8. CHANGES. The District may from time to time, require changes in the scope of the services of the Presenter to be performed hereunder. Such changes, including any increase or decrease in the amount to the Presenter's compensation which are mutually agreed upon by and between the District and Presenter, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by the Office of Contract Services and full execution of amendment.

9. GENERAL PROVISIONS.

- a. Titles/Headings: Headings are inserted for the convenience of the parties only and not to be considered when interpreting this Agreement.
- b. Hold Harmless and Indemnification: Further, the Presenter and Presenter's representatives agree to indemnify and to hold free and harmless the District, its officers, agents and employees from all loss, liability, damages, costs, or expenses that may or might at any time arise or be asserted against the District, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement. The indemnification will survive the termination of this Agreement.
- c. Workers' Compensation Insurance: Presenter agrees to procure and maintain in full force and effect Workers' Compensation Insurance as required under California law, covering any employees or agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Independent Contractor participating under this agreement, Presenter agrees to defend and hold harmless the District from such claim.

Presenter shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation.

- d. Insurance: Independent Contractor, at Independent Contractor's expense, shall carry adequate liability insurance to fully protect the Independent Contractor and District from any and all claims of any nature, which may arise from the Independent Contractor's actions pertaining to this agreement. District recommends a minimum of \$500,000.00 Single Limit of Liability, with an aggregate of at least \$500,000.00, with the District named as an additional insured, with a certificate of additional insured to District.

Should Independent Contractor ever operate their owned, private automobile during the performance of this agreement, Independent Contractor shall obtain and carry at least \$100,000/\$300,000 single limit liability coverage, naming the District as an additional insured and furnishing a certificate evidencing this coverage to District prior to operating said automobile under this agreement.

- e. Termination of Contract: This Agreement may be terminated by either party with or without cause and for any or no reason upon ten (10) day written notice to the other party as listed above.
- f. Failure to Appear: Neither the Presenter nor the District shall be liable for failure to appear, present or perform the lecture, if such failure is caused by or due to the physical disability of Presenter or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, accidents or calamities of nature or any cause beyond the control of Presenter or District.
- g. Governing Law/Venue: District and Presenter agree that the law of the State of California shall apply to this Agreement; that any action to enforce or interpret the terms hereof shall be commenced and maintained in the Courts of the State of California, County of San Diego, North County San Diego Judicial system.
- h. No Assignment: Presenter may not assign its rights or delegate its duties under this agreement.

