



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT SPEAKER/ARTIST/PERFORMER AGREEMENT

(Limited engagement services provided by a guest speaker, artist, performer workshop leader, trainer, lecturer, academic reviewer, DJ or education service provider for less than \$15,000 and requiring a single payment after services rendered)

This Agreement (“Agreement”) is entered into as of the date fully executed below (the “Effective Date”) by and between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706 on behalf of (insert name of college or delete if not needed) and Insert name of Speaker/Artist/Performer having their principal address located at [Insert Full Address of Speaker/Artist/Performer ] hereinafter called "Speaker/Artist/Performer".

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

1. **SERVICES:** The District hereby engages and retains Speaker/Artist/Performer to present at [Insert Event Name] (the “Engagement”)
  - a. Date(s): [Insert Speaking date(s)]
  - b. Location: [Insert address and specific location]
  - c. Topic: Speaker will speak about [Insert Topic]
  - d. Length: The Speaking Engagement will last approximately [Insert Time in Hours or Minutes].

If there are any additional details, they are to be attached in Exhibit “A”.

2. **FEE FOR THE ENGAGEMENT:** Speaker/Artist/Performer shall be paid an amount not to exceed (**\$0.00**) (the “Fee”) for the full and satisfactory completion of the Engagement, payable within thirty (30) days from the date of the Engagement. The District shall not be obligated to reimburse Speaker/Artist/Performer for any additional expenses or costs that are not first approved by the District in advance in writing. If either party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, the District shall have the right to reschedule the Engagement at a time mutually agreed upon with the Speaker/Artist/Performer. In such event, the Speaker/Artist/Performer will not be compensated for any expenses incurred for the original date of the Engagement and only be compensated for the new rescheduled Engagement.
3. **TERMINATION.** This contract may be terminated at no cost to either party upon 30 DAYS ADVANCE WRITTEN NOTICE. (30 unless otherwise indicated)
4. **ASSIGNMENT:** Speaker/Artist/Performer acknowledges that the services to be rendered under the terms hereof, are of a special and unique character and may not be assigned.
5. **VENUE AND EQUIPMENT:**

The Engagement will be on the District’s premises (the “Facility”). The District will provide all sound and lighting equipment, as well as all house support personnel, including, but not limited to all ushers, and security personnel deemed necessary by the District. Speaker/Artist/Performer may supply any additional equipment, including, but not limited to audio visual aids, demonstration media, fixtures, stage sets, and devices. The Speaker/Artist/Performer shall use the Facility for the sole purpose described herein and for no other purpose.

The Engagement will be virtual

6. **REPRODUCTION OF SPEAKING ENGAGEMENT:**

Speaker/Artist/Performer grants permission to the District to video tape and/or take photographs of the lecture/seminar and use any video tape and/or photograph and metadata associated with that photograph taken of

the Engagement for promotional purposes (e.g. electronic and printed publications, websites, classroom use, UNIVERSITY advertisements etc.). Speaker/Artist/Performer releases District from any claims or demands in connection with use of video tape and photograph for promotional purposes. All video tapes and photographs taken shall remain the property of the District. Please check here if you do not consent to any photography or video recording of the event by the District.

7. **MARKETING:** Any and all publicity by means of poster, newspaper, radio, television or otherwise, shall be at the sole discretion and control of the District, and is subject to any rules and regulations formulated by the District. The Speaker/Artist/Performer shall not produce or post any advertisements on or off District property or in any electronic media without the prior written consent of the District. The Speaker/Artist/Performer shall not make use of the District's name, logo, symbol or image without prior written approval of the District.
8. **INDEMNITY:** Speaker/Artist/Performer shall indemnify and hold the District and its Trustees, officers, agents and employees harmless from any liability or loss, including but not limited to reasonable attorney fees and litigation costs, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Speaker/Artist/Performer or any of its owners, officers, directors, agents, employees, or subcontractors except for claims arising from the sole and active negligent or willful misconduct of the District.
9. **CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles and venue shall be in Orange County.
10. **AMENDMENTS:** This Agreement contains the entire agreement between the parties hereto. Both parties shall make any changes to the terms and conditions of this Agreement in the form of a written amendment.
11. **INDEPENDENT CONTRACTOR.** The Contractor is, for all purposes arising out of this Agreement, an independent contractor and no employment of the Contractor is ever assumed or presumed, for any/all purposes in all applications and/or interpretations.
12. **W-9:** Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor

IN WITNESS THEREOF,

Rancho Santiago Community College District

SPEAKER

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

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

Name:

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

Title:

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

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

E-Mail Address: \_\_\_\_\_

# Exhibit A

## Scope of Work and Detailed Schedule of Payment.

Insert detailed Scope of Work if needed.