



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT SPEAKER AGREEMENT

(Limited engagement services provided by a guest speaker, artist, workshop leader, trainer, lecturer, academic reviewer, 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 having their principal address located at [Insert Full Address of Speaker] hereinafter called "Speaker".

WHEREAS, the District desires to enter into an agreement with Speaker for the services listed below; and the Speaker has the qualifications, expertise, and is willing to speak in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **SERVICES:** The District hereby engages and retains Speaker to present at [Insert Event Name] (the "Speaking 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 SPEAKING ENGAGEMENT:** Speaker shall be paid an amount not to exceed [INSERT TOTAL AMOUNT IN WORDS, INCLUDING EXPENSES] DOLLARS (\$0.00) (the "Fee") for the full and satisfactory completion of the Speaking Engagement, payable within thirty (30) days from the date of the Speaking Engagement. The District shall not be obligated to reimburse Speaker 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 Speaking Engagement at a time mutually agreed upon with the Speaker. In such event, the Speaker will not be compensated for any expenses incurred for the original date of the Speaking Engagement and only be compensated for the new rescheduled Speaking 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 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 Speaking 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 may supply any additional equipment, including, but not limited to audio visual aids, demonstration media, fixtures, stage sets, and devices. The Speaker shall use the Facility for the sole purpose described herein and for no other purpose.

6. **REPRODUCTION OF SPEAKING ENGAGEMENT:** The District shall be entitled to record, reproduce or transmit audio and/or visual of the Speaking Engagement, provided that the District's use of such the recording(s), reproduction(s) or transmittal(s) shall be restricted to activities permitted by law to non-profit educational institutions.
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 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 shall not make use of the District's name, logo, symbol or image without prior written approval of the District.
8. **INDEMNITY:** Speaker 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, based or asserted upon any act or omission for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or otherwise connected with, or arising in whole or in part from the Speaking Engagement.
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: Bart Hoffman

Name: _____

Title: Vice President, Administrative Services

Date: _____

Date: _____

E-Mail Address: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

Insert detailed Scope of Work if needed.