



**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 **Santa Ana College**, \_\_\_\_\_ **Department** and

Name of Speaker: \_\_\_\_\_

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

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:

Name of Event: \_\_\_\_\_ (the “Speaking Engagement”)

a. Date(s): \_\_\_\_\_

b. Location: \_\_\_\_\_

c. Topic: \_\_\_\_\_

d. Length: \_\_\_\_\_

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 \_\_\_\_\_ **Dollars** ( \_\_\_\_\_ ) (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 \_\_\_\_\_ **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: \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |  |  |
|--|--|--|
| <b>Print or type.</b><br><b>See Specific Instructions on page 3.</b> | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |  |
|  | <b>2</b> Business name/disregarded entity name, if different from above  |  |
|  | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|  | <b>5</b> Address (number, street, and apt. or suite no.) See instructions.   | Requester's name and address (optional)  |
|  | <b>6</b> City, state, and ZIP code   |  |
|  | <b>7</b> List account number(s) here (optional)  |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |   |
|---------------------------------------|---|
| <b>Social security number</b>         |   |
|                                       |   |
| -                                     | - |
|                                       |   |
| <b>or</b>                             |   |
| <b>Employer identification number</b> |   |
|                                       |   |
| -                                     | - |
|                                       |   |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## **Auxiliary Services – Speaker Agreement Check list**

**NOTE: Agreement must be completely filled out and submitted to SBO for review 2 weeks prior to date(s) of service.**

**Date:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**Department Contact:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

### **Review Agreement for completeness**

- Confirm dates are future dates
- Fees
- Scope of work
- Service Provider's signature
- W-9 – completed and signed

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**SBO Staff Reviewer:** \_\_\_\_\_

Forward to Human Resources for review

Forward to Administrative Services for VP signature

Date Complete: \_\_\_\_\_ Copy Sent to Department: \_\_\_\_\_