

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
PERFORMANCE AGREEMENT
(Intended for 1 Day Events)**

This agreement is made and entered into on this ____ day of _____, _____, at San Diego, County of San Diego, State of California, by and between the San Diego Community College District, hereinafter called the District, and _____, hereinafter called the Contractor. In consideration of mutual promises and agreements of the parties, as herein set forth, the Contractor agrees to the performance as described below:

- 1. Topic of Event: _____
- 2. Description of Event Content: _____

3. Location of Event: _____

4. Date/time of Event: _____

5. The District agrees to pay and the Contractor agrees to accept the following as full compensation for provision of the services outlined herein.

Honorarium:	\$ _____
Travel Expense:	\$ _____
Hotel Expense:	\$ _____
TOTAL:	\$ _____

- 6. **PAYMENT TERMS:** Net 30 following completion of service and submission of a valid invoice for the Contractor provided as described above.
- 7. Contractor agrees to be solely responsible for the content of the performance and agrees that no part of the performance poses a risk to the attendees or the District. Further, Contractor agrees to indemnify and to hold free and harmless the District, its officers, agents and employees from all loss, liability, damages, costs, or expenses that 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.
- 8. The District agrees to prevent to the best of its ability the unauthorized photography, filming, broadcasting, recording or reproduction by radio, television or any device of the Contractor for commercial purposes without written permission of the Contractor.
- 9. Neither the Contractor nor the District shall be liable for failure to perform the Contractor, if such failure is caused by or due to the physical disability of the Contractor 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 Contractor or District.
- 10. **TERMINATION FOR CONVENIENCE OF DISTRICT.** The District may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof at least ten days (10) before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described herein, at the option of the District, shall become its property. If the Agreement is terminated by the District as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Contractor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of such termination.

11. **CHANGES.** The District may from time to time, require changes in the scope of the services of the Contractor be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the District and the Contractor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after signature and approval by Purchasing and Contract Services department and issuance of a change order.
12. **ASSIGNABILITY.** The Contract shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the District thereto; provided, however, that claims for money due or to become due to the Contractor from the District under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the District.
13. **INTEREST OF CONTRACTOR.** The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.
14. **NOTICE.** 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 notice, or may be served by certified mail, return receipt requested, to the address set forth above.
15. **WORKER'S COMPENSATION INSURANCE.** Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance while 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 Contractor participating under this Agreement, Contractor agrees to defend and indemnify the District from such claim.
16. **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.
17. **DEBARMENT.** By signing this agreement, Contractor certifies that it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from providing services by and federal, state, or local governmental departments or agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

DISTRICT

San Diego Community College District
 3375 Camino del Rio South
 San Diego, CA 92108-3883

 District Project Manager (Print)

 Signature Date

Campus: _____

 Kelly Rosas, Supervisor Date
 Purchasing and Contract Services
 Buyer's Initials _____

CONTRACTOR

 Authorized Representative (Print)

 Signature Date

 E-Mail Address