



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 Santa Ana College, and ... having their principal address located at ... 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: ... (the "Engagement")
a. Date(s): ...
b. Location: ...
c. Topic: Speaker will speak about ...
d. Length: The Speaking Engagement will last approximately ...

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 (____) (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 __ 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: Bart Hoffman

Name: _____

Title: Vice President, Admin Services

Date: _____

Date: _____

E-Mail Address: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

A Scope of Work should include at least all of the following:

- **Project scope:** Describe the work being provided, including any work plan. Define required deliverables, if any, and their due dates. Set unambiguous schedule, milestones, performance standards and acceptance criteria, and due dates. Identify any project issues you have encountered or anticipate that may impact the work, such as intellectual property issues, deliverables, or PHI (Protected Health Information).

- **Physical location:** Describe or provide an address where the work will be performed. (Will they be doing the work on-site or remotely)

- **Supplies and equipment:** If supplies and equipment will be used, list them, including delineating those furnished by the District and to be furnished by the vendor or other sources.

- **Payment rate:** State the dollar amount computed by job, milestone, month, day or hour. Any upfront payments should be avoided. It is also recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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.

Social security number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>					-				-				
				-				-					
or													
Employer identification number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>					-								
				-									

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here	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.

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 (**Detailed**)
- Service Provider's signature
- W-9 – completed and signed

SBO Staff Reviewer: _____

Forward to Human Resources for review

Forward to Administrative Services for VP signature

Date Complete: _____ Copy Sent to Department: _____