

**USE THIS AGREEMENT** for Services for which the District will pay a fee, and which are non-recurring, and which will be provided by an individual or sole proprietor (for example, a speaker who will receive an honorarium). If more than one individual is involved, this form may be modified to add signature lines so that each individual signs it (for example, a group providing entertainment at a campus function).

**DO NOT USE THIS AGREEMENT** for any construction or maintenance work or for any ongoing consulting services.

## **AGREEMENT, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

THIS AGREEMENT (hereinafter "Agreement") between San Jose-Evergreen Community College District, a public educational agency ("District") and \_\_\_\_\_ ("INDIVIDUAL") is effective this day \_\_\_\_\_ (Date) between the Individual and District.

### **1. INDIVIDUAL'S INFORMATION**

Individual's Name:			
Mailing Address:			
City, State, Zip:			
Phone:			
Email:			
Social Security Number (SSN):			
Former employee(s) of the District?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, date last worked:
Related to any employee(s) of the District?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
If Yes, please identify individuals:			
California Resident?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

### **2. INDIVIDUAL'S SERVICES, FEES, AND AGREEMENT START AND END DATES:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

### **3. PAYMENT FOR SERVICES:**

In return for Individual's satisfactory performance of the work outlined in Section 2, District shall compensate Individual the total sum **not to exceed** \$ \_\_\_\_\_.

**4. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:**

---

---

**5. STANDARD TERMS & CONDITIONS:**

- a. INDIVIDUAL is solely responsible for the content and sequence of the Work. DISTRICT will not provide any training or instruction to INDIVIDUAL.
- b. Confidentiality: In performing his/her duties hereunder the INDIVIDUAL may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to INDIVIDUAL of student record information in violation of section 1232g or of any similar state law. INDIVIDUAL agrees that if in the performance of his/her duties he/she does obtain such access he/she shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.
- c. INDEMNIFICATION AND HOLD HARMLESS: INDIVIDUAL shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents, employees, and volunteers harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of INDIVIDUAL'S performance of the work contemplated by this Agreement. INDIVIDUAL further releases any and all claims against the DISTRICT arising from any injury INDIVIDUAL suffers which was caused by any condition of the property in or about the area in which work is to be performed and agrees to be solely responsible for any such injury or damage. Acceptance of this Agreement constitutes that the INDIVIDUAL is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the INDIVIDUAL shall be fully responsible for such coverage.
- d. Payments to the INDIVIDUAL pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from fees payable to INDIVIDUAL. INDIVIDUAL is independently responsible for the payment of all applicable taxes.

\*\*\*\*\*

**IN WITNESS HEREOF**, the District and Individual have executed this Agreement as of the dates set forth below.

<b>FOR DISTRICT:</b>	<b>FOR INDIVIDUAL:</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

<b>*APPROVED Re: Form &amp; Legality</b>
By:
Date:

\*MUST BE SIGNED BY THE DISTRICT IF  
MODIFICATIONS MADE TO THIS AGREEMENT.

*District Use Only:*

**Required Information** (Completed by initiating College/District Department)

District Agreement Originator:	
Manager/Dean/Budget Officer Approval:	
GL Account:	
Requisition Number:	