

BARSTOW COMMUNITY COLLEGE DISTRICT
 2700 Barstow Road, Barstow, CA 92311 • (760)252-2411
AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is hereby entered into by the BARSTOW COMMUNITY COLLEGE DISTRICT, and;

CONSULTANT	TAXPAYER ID or SOCIAL SECURITY		
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONSULTANT, CONSULTANT agrees to provide to DISTRICT the services enumerated in Section G of this agreement under the following terms and conditions;

- A. Services shall begin on _____, and shall be completed on or before _____.
- B. It is expressly understood and agreed upon that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and consultant.
- C. CONSULTANT understands and agrees that s/he and all of his employees are not employees of the DISTRICT and are not entitled to benefits to which employees are normally entitled, including State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment, and Income Taxes with respect to CONSULTANTS employees.
- D. CONSULTANT shall furnish, at his own expense, liability insurance coverage of \$ _____, and all labor, materials, equipment, and other items necessary to carry out the items of this Agreement.
- E. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- F. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANTS negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANTS employees or agents. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICTS employees or agents.
- G. Services to be rendered to the DISTRICT by the CONSULTANT are as follows or attached:
- H. Total payment for the services shall be:
- I. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
- J. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State Municipal, and District laws, rules, and regulations that are now, or may be in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
- K. Payments will be processed by the DISTRICT within 30 days from receipt of invoice from the CONSULTANT and as follows (Check one box only):
 - Total contract amount due after completion of services.
 - Beginning on _____ a payment of \$ _____, with the final payment of \$ _____ after completion of services.
- L. This Agreement may be terminated by either party notifying the other, in writing, at least **30** days prior to the date of termination.

FOR THE DISTRICT:

FOR THE CONSULTANT:

 Administrator/Manager

 Date

 Signature

 Date

 Vice President of Administrative Services

 Date

 Budget Account #