

CONTRACTOR'S AGREEMENT

This agreement (hereafter referred to as the "Agreement or "Contract") dated _____, 20 __, is between _____ (the Performer, Vendor, Artist, Speaker, or Consultant, hereafter collectively and individually referred to as the "Contractor") and the District Board of Trustees of Valencia College, Florida (hereafter referred to as the "College" or "Valencia"), (individually, the "Party" and collectively, the "Parties").

WHEREAS, the College requests the services (the "Scope of Work," "Services," "Performance" or "Work", hereafter individually and collectively referred to as the "Service(s)") of the Contractor.

WHEREAS, the Parties agree as follows:

1 Performance of Services(s). In consideration of the mutual promises contained herein, the Parties hereby agree that Contractor will timely and competently perform the Services as outlined in Exhibit A, which is attached hereto and incorporated by this reference.

2 Term and Termination. The term of this Contract begins on _____, 20 ____ (the "Effective Date") through _____, 20 ____ (the "Term") unless extended through written agreement of the Parties.

Either Party may terminate this Agreement with or without cause by providing no less than thirty (30) days written notice of termination to the other Party. And, unless otherwise stated in this Agreement to the contrary, if this Agreement is cancelled by Contractor prior to the Service date(s), Contractor shall immediately reimburse to Valencia any funds paid by or on behalf of Valencia to Contractor in advance of/prior to the Service, including but not limited to deposits, and lodging costs and applicable hotel taxes. Furthermore, if this Agreement is cancelled by Contractor less than thirty (30) days prior to the scheduled Service date(s), Contractor shall immediately reimburse Valencia for any and all costs associated with the Service and incurred up to the date of cancellation, but not in any event to exceed the fees paid (or payable) hereunder by Valencia to Contractor.

3 Payment Terms.

A. Check one box only:

1. This is a fixed-fee, *all inclusive Contract. Payment for all Services under this Contract shall be in the fixed sum of \$ _____ payable upon invoice and after satisfactory completion of the Services.

***All inclusive** = Valencia is responsible for payment of the above stated fixed fee only, which fee may include a deposit (see Exhibit B, if applicable). All travel, lodging, transportation, meals and entertainment costs are the responsibility of the Consultant.

2. This is not a fixed-price Contract. The total amount to be paid to Contractor shall not exceed \$ _____ or the amount more fully described in Exhibit B, which is attached hereto and incorporated by this reference, and payable upon invoice and satisfactory completion of the Services. The basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed to and approved in writing by Valencia. (See Exhibit B for additional payment terms, if any).

B. Payment for Services will be made by Valencia check made payable to:

4. Independent Contractor Status. College and Contractor acknowledge and agree that Contractor is and shall be an independent contractor; that neither Contractor nor any of its employees, representatives

or agents is, or shall be deemed to be, an employee, partner or joint venturer of College; and that neither Contractor nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of College. Contractor further acknowledges that College will not withhold any amounts in respect to federal, state or local taxes from amounts payable by College to Contractor hereunder and it shall be the exclusive responsibility of Contractor to pay all amounts due in respect of applicable federal, state and local taxes on such amounts.

5. Work for Hire. All data, material, documentation, and work product and information assembled and/or prepared by Contractor or its sub-Contractors for Valencia pursuant to this Agreement (collectively the "Work Product") are instruments of service for use by Valencia solely, and shall belong exclusively to Valencia. Unless otherwise specifically provided in Exhibit A, this provision does not apply to artistic performances, speeches and/or presentations.

6. Intellectual Property. Contractor is responsible for obtaining the written consent of the owner of copyrighted material (if Contractor is not the owner) included in the Service(s), if any; and is responsible for the costs and fees of such consents.

Contractor warrants that the contents of the Services do not violate the copyright, trade secret, trademark or other intellectual or proprietary rights of any third party or any applicable law, including export control law, obscenity laws or laws regarding consumer privacy.

Contractor shall indemnify and defend Valencia against and hold it harmless from any loss and/or expense of defense of the foregoing warranties except for material for which Valencia is responsible for receiving permission. Valencia shall have the right to control the defense and settlement of any claim of such breach or alleged breach and Valencia may withhold any sums due the Contractor under this Agreement. Contractor will cooperate with Valencia and provide reasonable assistance in defending against any such claim. The warranties and indemnifications contained in this paragraph and the aforementioned paragraphs will survive termination of the Agreement.

7. Participant/Photo Release. Contractor consents to and authorizes Valencia, its agents, assignees, heirs, successors and licensees, perpetually and exclusively to use and reproduce the Contractor's photograph, silhouette or likeness, at no cost to Valencia, for display on Valencia's website, and/or to circulate and use the Contractor's photograph, silhouette or likeness for any and all purposes in any Valencia produced, sponsored and/or contracted media now known or herein devised, including but not limited to publication and advertising of every description, including print media, video, television, and the Internet. Furthermore, Contractor agrees that no advertisement or other material need be submitted to the Contractor for any further approval and Valencia shall be without liability to the Contractor for any distortion or illusionary effect resulting from the publication of the Contractor's photograph or likeness by Valencia's agents, assignees, heirs, successors and licensees, and by third parties out of the control of Valencia. No further claim whatsoever arising out of, or connected with, the above described matter shall be made by the Contractor or by the Contractor's heirs, successors, licensees or assignees.

8. Warranties. Contractor shall ensure the Services are performed consistent with the standards of care and degree of knowledge, skill, judgment and diligence normally exercised and recognized by professionals with respect to services of the same or similar nature, all applicable laws and regulations, the Scope of Services, exhibits/attachments, documents and the applicable policies and procedures of Valencia, which are located on Valencia's website (www.valenciacollege.edu), together with all other laws and regulations generally applicable to Valencia's operations, including but not limited to those regarding conditions of work, access to and use of Valencia's offices, facilities, work space, support services, data processing equipment and software and access.

9. Insurance.

Check box if applicable:

The Contractor shall obtain, and shall maintain at all times during the term of this Contract, insurance in the following kinds and amounts:

- a. Worker's Compensation and Employer Liability as required by State statute;
- b. General, Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage of \$1,000,000 Aggregate limit;

The Contractor shall furnish to Valencia certificates showing adequate insurance coverage and naming The District Board of Trustees of Valencia College, Florida as an "additional insured" at the time of execution of this Contract and, thereafter, whenever such insurance is renewed or a change in coverage is effected, or upon request by Valencia, at any time upon reasonable notice.

10. Force Majeure. In any event that the performance of any covenant(s) of this Contract shall be prevented by an act of God, physical disability, act or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, terrorism, war, epidemic, or any other reason proven beyond their control, the Contractor and Valencia shall respectively be relieved of their obligations stated in this Contract. With the exception, however, that any funds paid by or on behalf of Valencia to Contractor in advance of the Services shall be immediately repaid in full by Contractor to Valencia.

11. Default. A Party will be considered in default of its obligations under this Contract if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract. In the alternative, upon default by Contractor, payment may be withheld pending an equitable adjustment between Contractor and Valencia.

12. Notices. All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the Parties. A Party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the Parties are as follows:

Valencia contact:

Name:
Org/Dept:
Valencia College
Telephone: 407.582.
Fax: 407.582.
Email:

Contractor's contact:

Name:
Attn:
Address:
City, State, Zip:
Telephone:

13. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, execute this Contract and bind itself to its terms.

14. Non-Assignment. Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of Valencia. Any unauthorized assignment shall be void.

Valencia shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment in violation of this section.

15. Binding Effect. This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both Parties.

16. Amendment. No amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the Parties.

17. Waiver. The waiver by either Party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

18. Severability. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

19. Governing Law, Jurisdiction and Venue. This Contract shall be interpreted and enforced under the laws of the state of Florida. Any action arising under this Contract shall be filed and tried, if at all, in the courts of Orange County, Florida.

20. Exhibits. All exhibits referenced in this Contract must be attached and initialed by the signatories. All such exhibits/attachments are hereby incorporated by reference as if fully set forth herein.

21. Entire Agreement. This Contract constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Contract.

COLLEGE:

REVIEWED FOR SUBSTANCE:

By: **BUDGET MANAGER**

Signature of Budget Manager
Printed Name: _____
Title: _____

APPROVED:

By:

Signature
Printed Name: Keith W. Houck
Title: Vice President, Administrative Services

CONTRACTOR:

By:

Signature
Printed Name: _____
Title: _____

**EXHIBIT A
CONTRACTOR'S AGREEMENT**

SCOPE OF WORK

In accordance with Section 1 of the Agreement, the Contractor will perform/produce the following Services/Scope of Work/Deliverables and at the dates, times and locations outlined below, as applicable:

Services/Work /Deliverables (Describe in detail):

Place(s) of Service: _____

Date(s) of Service: _____

Set up and ready to perform at (time): _____

Time(s) of Service: _____

AND (if multiple Services),

Services/Work/Deliverables/Type of Service:

Place(s) of Service: _____

Date(s) of Service: _____

Set up and ready to perform at (time): _____

Time(s) of Service: _____

EXHIBIT B
CONTRACTOR'S AGREEMENT
COMPENSATION AND PAYMENT

The following terms and conditions shall be added to Section 3, Payment Terms (*set forth any payment terms, including amounts of any payments due and method of calculation*):

1. Valencia made the following deposits and/or paid the following travel, lodging and/or entertainment-related expenses in advance to or on behalf of the Contractor, as applicable):

Check boxes when applicable:

Services/Work (paid in advance) \$ _____

*Airfare/Transportation (paid in advance): \$ _____

*Hotel/Lodging (paid in advance): \$ _____

**Meals \$ _____ /day for total of \$ _____

**Travel (paid in advance) \$ _____ /per mile and/or tolls for a total of \$ _____

Entertainment (paid in advance) \$ _____

\$ _____

TOTAL PAID IN ADVANCE (travel, lodging and/or entertainment expenses paid in advance to or on behalf of the Contractor by Valencia)

2. The Contractor will be compensated as follows and as applicable:

Check boxes when applicable:

Services/Work (not to exceed) \$ _____

*Airfare/Transportation (not to exceed): \$ _____

*Hotel/Lodging (not to exceed): \$ _____

**Meals (not to exceed) \$ _____ /day for total of \$ _____. Consultant will be reimbursed for meals upon Valencia's receipt of **allowable meal costs receipts from Consultant.

**Travel (not to exceed) \$ _____ /per mile for total of \$ _____. Consultant will be reimbursed for travel upon Valencia's receipt of **allowable travel and mileage costs receipts from Consultant.

Entertainment (including theme park tickets - not to exceed) \$ _____

\$ _____

TOTAL DUE CONTRACTOR (amount is less any deposits and/or travel, lodging and/or entertainment expenses paid in advance to or on behalf of the Contractor by College, as outlined above)

*Airfare and hotel costs (combined) are not to exceed \$ _____.

** Daily meal allowance (per diem) and travel costs are not to exceed that which is allowable under Valencia policy.