

CONTRACTOR'S AGREEMENT

This agreement (hereafter referred to as the "Agreement" or "Contract") 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; the Contractor agrees to provide such Services; and as such, 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 below.

Scope of Services/Work /Deliverables:

<p>Date:</p> <p>Time:</p> <p>Description of Services:</p>

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 (<http://valenciacollege.edu/generalcounsel/policy/>) 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 facilities, Valencia's Smoke Free Campuses, and Policy Against Improper Activities; Whistleblower Protection.

2. Term and Termination. The term of this Contract begins on the date of last signature below (the "Effective Date") and continues through the completion of the services or work as described above unless otherwise 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.
- Unless otherwise stated in this Agreement to the contrary, if Contractor terminates this Agreement 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 incurred up to the date of cancellation.
- If Valencia terminates this Agreement less than thirty (30) days prior to the Service date, Contractor and Valencia shall attempt to reschedule the Services, but in no event shall Valencia be obligated to pay the full amounts due under this Agreement.

3. 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, 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 for federal, state or local taxes from amounts payable by College, unless explicitly required by the Internal Revenue Service, to Contractor hereunder and it shall be the exclusive responsibility of Contractor to pay all amounts due for applicable federal, state and local taxes on such amounts. Attachment A shall be signed by both the Contractor and Valencia Budget Manager as part of this Agreement.

4. Contractor's Performance of the Services.

a. 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 this provision does not apply to artistic performances, speeches and/or presentations.

b. 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. The warranties and indemnifications contained in this paragraph and the aforementioned paragraphs will survive termination of the Agreement.

c. 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.

d. Insurance. The contractor shall obtain and maintain liability insurance for the full duration of the term of this contract and provide the college with a certificate of insurance. Insurance requirements are as follows:

- Must maintain workers compensation insurance as required by state statute.
- Insurance must have at least \$1,000,000 coverage of General Liability and Auto Liability.
- Must name the Valencia District Board of Trustees as additional insured. Typical additional insured statement can be as follows: "The District Board of Trustees of Valencia College, Florida included as additional insured with respects to General and Auto Liability".
- Certificate Holder will be as follows:

District Board of Trustees
Valencia College
PO Box 3028
Orlando, FL 32802
Attn: Risk Manager (407-582-3860)

- When certificate expires, contractor shall provide a new updated certificate to the college, if still in the contract period.

e. Serving of Food. If the Contractor is serving food at any college/campus location, an Orange County Department of Health Temporary Event Permit should be completed at least 3 days prior the event and a copy of the permit should be part of this Agreement.

5. **General Terms and Conditions.**

a. 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.

b. 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.

c. 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. No amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the Parties. All exhibits referenced in this Contract must be attached and initialed by the signatories.

d. Waiver and Severability. 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. 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.

e. Governing Law, Jurisdiction and Venue. This Contract shall be interpreted and enforced under the laws of the state of Florida. *This specifically includes Florida's laws regarding Public Records.* Any action arising under this Contract shall be filed and tried, if at all, in the courts of Orange County, Florida.

6. 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:
Email:
Telephone:

7. Payment Terms.

The parties agree that the Contractor shall be compensated as a lump sum payment after services are rendered.

Contractor will receive a lump sum payment and will be responsible for all costs associated with the Services.

TOTAL AMOUNT PAID TO CONTRACTOR \$ _____

Preferred payment from the College is via Visa, E-commerce for immediate pay after the services are completed;

OR

Terms will be Net 30 days via a College check.

COLLEGE:

**REVIEWED FOR SUBSTANCE BY
COLLEGE CONTACT:**

Signature

Printed Name

**APPROVED BY COLLEGE
BUDGET MANAGER:**

Signature of Budget Manager

Printed Name: _____

Title: _____

Date: _____

APPROVED:

By:

Signature
Printed Name: Keith W. Houck
Title: Vice President, Operations & Finance
Date: _____

CONTRACTOR:

By signing below, Contractor (or its representative) represents that he/she is not an employee or officer of Valencia and does not have any other conflict of interest that would prevent him/her from doing business with Valencia under Florida law or Valencia's Policy 6Hx28:1-10, Policy Against Improper Activities; Whistleblower Protection.

By:

Signature
Printed Name: _____
Title: _____
Date: _____

Attachment A
Internal Revenue Service 20 point Checklist for Independent Contractor

Mistakenly classifying an employee as an independent contractor can result in significant fines and penalties. There are 20 factors used by the IRS to determine whether you have enough control over a worker to be an employer. Though these rules are intended only as a guide – the IRS says the importance of each factor depends on the individual circumstances – they should be helpful in determining whether you wield enough control to show an employer-employee relationship. If you answer “Yes” to all of the first four questions, you’re probably dealing with an independent contractor; “Yes” to any of questions 5 through 20 means your worker is probably an employee.

1. **Profit or loss.** Can the worker make a profit or suffer a loss as a result of the work, aside from the money earned from the project? (This should involve real economic risk - not just the risk of not getting paid.)
2. **Investment.** Does the worker have an investment in the equipment and facilities used to do the work? (The greater the investment, the more likely independent contractor status.)
3. **Works for more than one firm.** Does the person work for more than one company at a time? (This tends to indicate independent contractor status, but isn’t conclusive since employees can also work for more than one employer.)
4. **Services offered to the general public.** Does the worker offer services to the general public?
5. **Instructions.** Do you have the right to give the worker instructions about when, where, and how to work? (This shows control over the worker.)
6. **Training.** Do you train the worker to do the job in a particular way? (Independent contractors are already trained.)
7. **Integration.** Are the worker’s services so important to your business that they have become a necessary part of the business? (This may show that the worker is subject to your control.)
8. **Services rendered personally.** Must the worker provide the services personally, as opposed to delegating tasks to someone else? (This indicates that you are interested in the methods employed, not just the results.)
9. **Hiring assistants.** Do you hire, supervise, and pay the worker’s assistants? (Independent contractors hire and pay their own staff.)
10. **Continuing relationship.** Is there an ongoing relationship between the worker and yourself? (A relationship can be considered ongoing if services are performed frequently, but irregularly.)
11. **Work hours.** Do you set the worker’s hours? (Independent contractors are masters of their own time.)

12. **Full-time work.** Must the worker spend all of his or her time on your job? (Independent contractors choose when and where they will work.)
13. **Work done on premises.** Must the individual work on your premises, or do you control the route or location where the work must be performed? (Answering no doesn't by itself mean independent contractor status.)
14. **Sequence.** Do you have the right to determine the order in which services are performed? (This shows control over the worker.)
15. **Reports.** Must the worker give you reports accounting for his or her actions? (This may show lack of independence.)
16. **Pay schedules.** Do you pay the worker by hour, week, or month? (Independent contractors are generally paid by the job or commission; although by industry practice, some are paid by the hour.)
17. **Expenses.** Do you pay the worker's business or travel costs? (This tends to show control.)
18. **Right to fire.** Can you fire the worker? (An independent contractor can't be fired without subjecting you to the risk of breach of contract lawsuit.)
19. **Worker's right to quit.** Can the worker quit at any time, without incurring liability? (An independent contractor has a legal obligation to complete the contract.)

Signature of Contractor

Signature of Budget Manager

Printed Budget Manager's Name