Purchasing and Contract Services

Performing Arts Service Provider

This Contract Agreement is entered into this day of , 20  by and between **San Joaquin Delta College** (referred to as **District**) and (referred to as **Service Provider**) for the purpose of providing the following services (specify type of work being performed):        to the District.

The term of the agreement shall be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

## General Conditions

* 1. *Relationship of the Parties:*

It is understood that this is an agreement by and between the **Service Provider** and the **District** and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association, or any other relationship whatsoever.

* 1. *Indemnification:*

**Service Provider** shall indemnify, defend and hold the District, its Board of Trustees, officers, agents, and employees 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 the sole negligence of the **Service Provider** in the performance of the work contemplated by this Agreement. Performing companies or vendors are required to submit a certificate of liability insurance for $1,000,000 single occurrence and $2,000,000 aggregate and endorsement document naming the District, its agents, officers and employees as additional insured.

1. As an independent contractor, **Service Provider** shall not be eligible for or entitled to receive any benefits or considerations accorded to employees of the District.
2. District may terminate this Agreement with a written notification of no more than 10 days advance notice and be relieved of the payment of any consideration to **Service Provider** should **Service Provider** fail to perform the covenants herein contained at the time and in the manner herein provided.

## Withholding

The District and/or the Delta College Foundation is required to withhold from all payments or distributions of CA source income made to a non-California resident when the payments or distributions are greater than $1,500 for the calendar year unless the withholding agent receives an exemption (form 590) or waiver or reduced withholding rate (form 588) from the vendor or Franchise Tax Board.  The Consultant/Service Provider must submit Franchise Tax Board California Form 588 or Form 590 if applying for a waiver or are exempt from this requirement.  Please see the Franchise Tax Board website for further requirements, rules and exceptions. Forms 588 and 590 are located in the Contracts Office web site

District shall not withhold or set aside any money on behalf of the California resident Consultant/Service Provider for federal income tax, state income tax, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of CA resident **Performing Arts Event Service Provider** to account for all of the above. The provisions of this section shall not apply if it is determined by the District that payment must be made through Payroll in compliance with IRS guidelines.

1. Service Provider Information:

Name:

Mailing Address:

City/State:        Zip Code:

Business Phone:        Fax:

Cell Phone (if applicable):

E-mail:

1. Specify as applicable: Individual Sole Proprietor Corporation Partnership  Other

Federal Tax ID Number or Social Security #:

**A W-9 Form MUST BE Provided**

Are you a current or former employee of the District? Yes No

If yes, specify current or former position        or

**HR approval to process as Independent Contractor**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_

7. Are you a Full Time or Part Time Student? Yes No

If yes, please specify current assignment

1. Payment:

Number of payments     @ $      and total contract not to exceed $

Funding Source:        (General Fund, Bond, Foundation, Trust, Grant, Categorical, etc)

1. Payment Terms:Unless specified otherwise in this section, payment terms are Net 30 days, computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of this Agreement, whichever date is later. Invoices must be sent to the District’s Accounts Payable Department, San Joaquin Delta College, 5151 Pacific Avenue, Stockton, CA 95207 with a reference to the Contract and purchase order number.

Payments to Performing Arts Event Service Providerpursuant to this Agreement will be reported to taxing authorities in accordance with federal and state requirements.

**Authorization Signatures:**

Service Provider’s agrees with the terms and conditions in the agreement and is effective once signed and dated by the authorized signers listed below.

### PERFORMING ARTS EVENT SERVICE PROVIDER

By: Date:

Service Provider Signature

Service Provider’s Name (*please print*)

### SAN JOAQUIN DELTA COLLEGE

By: Date:

District’s Authorized Signature

District’s Authorized Name (*please print*)