



BAKERSFIELD COLLEGE FOUNDATION

SHORT FORM PRESENTER AGREEMENT

This Agreement is entered into by and between the Bakersfield College Foundation ("Foundation") and

_____, ("Speaker"), identified under social security number/federal identification number (if using SSN enter last 4 digits only)_____, and located at _____("Presenter").

1. **TERM OF AGREEMENT / DATE of SERVICE:** _____

2. **SERVICES TO BE PERFORMED:** In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Presenter shall render services at the above named facility. Details regarding time and content are attached as Attachment A or as described here:

3. **COMPENSATION:** In consideration of the Services fully rendered by Presenter to Foundation as described above, Foundation agrees to pay Presenter a total fee of \$ _____. The Foundation will make reasonable good faith efforts to pay all compensation due to Presenter within thirty (30) days of completion of Presenter's Services pursuant to this Agreement and the Foundation's receipt of a properly completed invoice from Presenter for services rendered. Presenter further agrees that the Foundation will not have any liability whatsoever as to any work or expense not specifically documented in this Agreement and properly invoiced by Presenter to Foundation within sixty (60) days of completion of Services.

FOAPAL TO BE USED-FOR CAMPUS OFFICE USE ONLY: To be completed by Campus Contract Initiator-(Required):
FOAPAL: _____

4. **REPRESENTATIONS AND WARRANTIES:** Presenter represents and warrants that Presenter has read and understands the terms and conditions of this Agreement.

5. **NON-EMPLOYEE / INDEPENDENT CONTRACTOR STATUS:** During the Term of this Agreement and Date(s) of Service(s), Presenter's Services for the Foundation shall be rendered as an Independent Contractor. This Agreement is not intended, nor shall it be construed so as, to create the relationship of agent, employee, partnership, joint venture or association, or representative of the other for any purpose, or to imply any other relationship whatsoever between Presenter and Foundation, except as set forth in this Agreement. Neither party is granted any expressed or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Presenter agrees that Presenter is free from control and direction of the Foundation; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services Presenter will perform for Foundation under this Agreement.

6. **RESPONSIBILITY FOR PAYMENT OF WAGES:** Presenter shall be solely responsible for paying all salaries, wages, benefits and other compensation which the Presenter's employees, or which the Presenter's employees or consultants, if any, may be entitled to receive in connection with Presenter's Services pursuant

to this Agreement, including, without limitation, withholding and paying all applicable payroll taxes and contributions, including federal, state and local income taxes, FICA, FUTA, and state unemployment, workers compensation and disability insurance. Nothing contained pursuant to this Agreement will confer upon the Presenter any right to continue to render Services to the Foundation, or to become employed by the Foundation. The

Foundation and Presenter acknowledge that Presenter's Services pursuant to this Agreement are non-exclusive and Presenter is free to accept other work.

7. Foundation POLICIES AND PROCEDURES: Presenter shall comply with all applicable Foundation policies and procedures.

8. RELEASE AND WAIVER: Presenter agrees to release and waive any and all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Presenter's performance of this Agreement, against the Foundation (and its officers, employees, trustees, agents, successors and assigns) with the exception of compensation as provided in Article 3 of this agreement.

9. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

10. PROPRIETARY RIGHTS / OWNERSHIP / CONFIDENTIALITY: Foundation shall have a non-exclusive right to record and transmit, stream or rebroadcast the presentation made by Presenter under the terms of this Agreement.

11. GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and in accordance to District's policies and regulations.

12. TERMINATION / NOTICES: This Agreement may be terminated by either party upon (30) days' written notice to the other party addressed as follows:

If to Presenter, notice will be addressed to:

Name: _____

Address: _____

City/State/Zip: _____

If to Foundation, notice will be addressed to:

Bakersfield College Foundation

c/o: Cheryl M. Scott, Executive Director

1801 Panorama, Bakersfield, CA 93305

or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance with this section will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Presenter's obligations pursuant to this Agreement shall survive the termination of this Agreement.

13. SEVERABILITY: If any section, condition, provision, or covenant of this Agreement is held to be invalid or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue to be in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

14. ASSIGNMENT: Neither party may assign any rights, or transfer any obligations, under this Agreement, without the prior written agreement of the parties.

15. **ENTIRE AGREEMENT**: This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, revised or supplemented in any way, except in a writing signed by Presenter and Foundation.

AGREED TO AND ACCEPTED:

PRESENTER

Signature : _____
Print Name: _____

Date: _____

The following signatures provide authorization for the use of this hiring category.

CAMPUS REPRESENTATIVES:

Initiator (College representative with authority to initiate the request for engagement for services to be rendered pursuant to this Agreement):

Signature: _____

Please Print Name: _____

Date: _____

Authorized Signer of Foundation Fund (Directors, Deans, etc. with approval authority):

Signature: _____

Date: _____

BC Foundation Treasurer:

Signature: _____

Date: _____

Campus Director of Human Resources:

Signature: _____

Date: _____

FOUNDATION OFFICE REPRESENTATIVE:

Executive Director:

Signature: _____

Date: _____

Cheryl M. Scott, Executive Director