

Contract # _____

Vendor # _____



Oxnard Union High School District

SHORT FORM SERVICES AGREEMENT (1 year)

This Services Agreement (the "Agreement") is made and entered into this day of _____ by _____ and between **Oxnard Union High School District** (hereinafter referred to as "Superintendent or designee") and (hereinafter referred to as "Provider").

Provider _____ Tax Identification or Social Security Number _____

Street Address _____ City, State, Zip _____

Description of Services to be performed _____

Date(s)/Term of Service(s) _____

Hour(s) of Service _____ Location _____

FEES.

Compensation for Services \$ _____

*Please indicate Honorarium/Per-day/Hour/Session/Quarter/Lump sum

Covered Expenses Yes (Itemize below) No \$ _____

*Original itemized receipts required

Total not to exceed \$ _____

PROVIDER REQUIREMENTS.

- W-9
 - Signed IRS 20 Factor Checklist
 - Signed Travel policy
 - Other
 - Certificates of Insurance
 - Fingerprint Certification
 - Out-of-State Withholding waiver
- (See Tax Notice)

CONDITIONS. Provider will have no obligation to provide services until Superintendent or designee returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

SUBCONTRACTING. None of the services covered by this contract shall be subcontracted without the prior written consent of the Superintendent or designee. The Provider shall be as fully responsible to the Superintendent or designee for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

TERMINATION OR AMENDMENT. This Agreement may be amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

CANCELLATION CLAUSE. No payment shall be provided if the stated activity is cancelled for whatever reason with a minimum of seven (7) calendar days' notice prior to the scheduled date.

PAYMENT. Upon proper invoicing, payment will be made within 20 days of approval by the Program Manager designated below.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

COPYRIGHT. Provider hereby agrees that Superintendent or designee shall be the sole owner of the copyright for any publications, writings, materials or product developed by or as a result of this Agreement. Provider shall maintain the confidentiality of any such materials produced.

ARBITRATION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County/OUHSD pursuant to the rules of the American Arbitration Association.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding.

INSURANCE. Provider is required to provide insurance coverage limits specified on "REQUIRED LIMITS OF INSURANCE FOR INDEPENDENT CONTRACTORS."

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless Superintendent or designee, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the Superintendent or designee, or loss or theft of such Property, done or caused by such persons. Superintendent or designee assumes no responsibility whatsoever for any property placed on Superintendent or designee premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Superintendent or designee. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the Superintendent or designee or any of its officers, agents, employees, and/ or volunteers.

ACKNOWLEDGEMENT AND AGREEMENT. I have read this agreement and agree to its terms.

