

**MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT**

**INDEPENDENT CONTRACTOR AGREEMENT**

(Lecturers, Presenters, Consultants)

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and Between \_\_\_\_\_ "INDEPENDENT CONTRACTOR") and MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT (MPCCD).

WHEREAS, MPCCD is authorized by Section 53060 of the California Government Code to contract with and retain independent contractors; and

WHEREAS, MPCCD finds that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform special services to MPCCD,

NOW THEREFORE, MPCCD and INDEPENDENT CONTRACTOR agree as follows:

1. INDEPENDENT CONTRACTOR shall provide the following specific services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. MPCCD shall pay INDEPENDENT CONTRACTOR for his/her services as follows:

**Rate:** \_\_\_\_\_ per hour not to exceed \_\_\_\_\_ **Payment upon receipt of invoices.**

**OR flat rate of** \_\_\_\_\_.

3. TERM: The contract services are for the period from \_\_\_\_\_ through \_\_\_\_\_.

4. INDEPENDENT CONTRACTOR shall in the performance of this Agreement be and act as an Independent Contractor providing the necessary tools and equipment.

5. INDEPENDENT CONTRACTOR shall assume all expenses incurred in connection with the performance of this Agreement unless otherwise specified in paragraph 2 above. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of MPCCD. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, INDEPENDENT CONTRACTOR is not an officer, agent or employee of MPCCD.

6. Independent Contractor shall indemnify, and hold MPCCD, its officers, employees, or agents harmless from and against any and all liability, loss, or expense, including attorney fees, or claims for injury or damages arising out of the performance of this Agreement. The INDEPENDENT CONTRACTOR at his/her expense, cost, or risk shall also defend any and all actions, suits, or other legal proceedings that may be brought or instituted against MPCCD, its officers, agents thereof on any claim or demand, and pay to satisfy any judgment that may be rendered against MPCCD, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from a disregard for this agreement or the negligent or intentional acts or omissions of the INDEPENDENT CONTRACTOR.

7. Upon mutual agreement in writing of the parties hereto, this agreement may be terminated for any reason. INDEPENDENT CONTRACTOR and MPCCD have executed this Agreement as of this date first written above.

**INDEPENDENT CONTRACTOR**

**MPCCD COLLEGE DISTRICT, by:**

\_\_\_\_\_  
Area Dean or Dir. (initials)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name –Vice President, Admin. Svc.  
or Superintendent/President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Vice President, Admin. Svc  
or Superintendent / President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

W9 form must be submitted to Fiscal Svc. separate from this Independent Contract.