

BARTSTOW UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of ____, 20__, by and between ____ (“Provider”), whose address is ____, and Barstow Unified School District (“District”), located at 551 South Avenue H, Barstow, CA 92311, and the parties agree to the following terms and conditions:

1.0 SERVICES OF THE PROVIDER

The Provider shall ____ at the following date, time and location:

TITLE OF POSITION: _____
DATE: _____
STARTING TIME: _____
LOCATION: _____

2.0 COMPENSATION

The District agrees to pay the Provider a total sum of _____. The payment will be in the form of a check, to be made payable to _____ within thirty (30) days after services rendered.

3.0 RELATIONSHIP BETWEEN PARTIES

- 3.1 The Provider shall be an independent contractor during the period of performance under this Agreement and not an employee or agent of District. As an independent contractor, the Provider shall be responsible for the payment of any taxes due on any monies received by him/her.
- 3.2 The Provider will conform to and comply with all of the District’s rules and regulations and also all applicable municipal, county, state, and federal ordinances, laws, rules, and regulations in providing the services hereunder, including without limitation, obtaining any necessary permits, licenses and the payment of any applicable royalties.
- 3.3 The Provider agrees to indemnify and hold harmless the District, its governing board, officers, agents and employees against any injury, loss, damage or other liability arising from the services performed by the Provider or from any breach of this Agreement, except for injury, loss, damage or other liability resulting directly from District’s negligence or willful misconduct.
- 3.4 The Provider shall carry and maintain in full force and effect at the time of the Provider’s services hereunder, general **liability insurance** with limits of coverage of **not less than one million dollars (\$1,000,000)**. **District and California Schools Risk Management shall be named as an additional insured on said policy** as protection against all liability claims arising from the services performed by the Provider of this Agreement and, shall deliver a certificate of insurance reflecting such coverage no later than ten (10) days prior to the date of the lecture.

4.0 CANCELLATION

In the event that the performance of any of the covenants of this Agreement is prevented by any cause beyond the reasonable control of the District or the Provider, both the District and the Provider shall be relieved of their obligations hereunder with respect to the engagement scheduled as set forth above, except that the Provider shall promptly return any deposit paid by District. Both parties shall make reasonable efforts to reschedule the engagement when possible.

5.0 MISCELLANEOUS

- 5.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the the State of California.
- 5.4 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement on this
day of , 20 :

PROVIDER

Name & Address

Authorized Signature

Print Name

Title

Email Address

Phone

BARSTOW UNIFIED SCHOOL DISTRICT

Site Name & Address:

Authorized Signature

Print Name

Title

Email Address

Phone