

**SAN DIEGO COMMUNITY COLLEGE DISTRICT  
PERFORMANCE AGREEMENT**

This agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at San Diego, County of San Diego, State of California, by and between the San Diego Community College District, hereinafter called the District, and \_\_\_\_\_, hereinafter called the Contractor. In consideration of mutual promises and agreements of the parties, as herein set forth, the Contractor agrees to the performance as described below:

1. Topic of Event: \_\_\_\_\_
  
2. Description of Event Content: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Location of Event: \_\_\_\_\_
  
4. Date/time of Event: \_\_\_\_\_
  
5. The District agrees to pay and the Contractor agrees to accept the following as full compensation for provision of the services outlined herein.  

|                 |              |
|-----------------|--------------|
| Honorarium:     | \$ _____     |
| Travel Expense: | \$ _____     |
| Hotel Expense:  | \$ _____     |
| <br>TOTAL:      | <br>\$ _____ |
  
6. **PAYMENT TERMS:** Net 30 following completion of service and submission of a valid invoice for the Contractor provided as described above.
  
7. Contractor agrees to be solely responsible for the content of the performance and agrees that no part of the performance poses a risk to the attendees or the District. Further, Contractor agrees to indemnify and to hold free and harmless the District, its officers, agents and employees from all loss, liability, damages, costs, or expenses that might at any time arise or be asserted against the District, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance.
  
8. The District agrees to prevent to the best of its ability the unauthorized photography, filming, broadcasting, recording or reproduction by radio, television or any device of the Contractor for commercial purposes without written permission of the Contractor.
  
9. Neither the Contractor nor the District shall be liable for failure to perform the Contractor, if such failure is caused by or due to the physical disability of the Contractor or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, accidents or calamities of nature or any cause beyond the control of Contractor or District.
  
10. **TERMINATION FOR CONVENIENCE OF DISTRICT.** The District may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof at least ten days (10) before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described herein, at the option of the District, shall become its property. If the Agreement is terminated by the District as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Contractor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of such termination.

