



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road, Victorville, CA 92395-5850 • (760) 245-4271

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is hereby entered into by the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, and;

CONSULTANT

SOCIAL SECURITY NUMBER **OR**
EMPLOYER IDENTIFICATION NUMBER

MAILING ADDRESS

CITY

STATE

ZIP

hereinafter referred to as CONSULTANT.

CONSULTANT agrees to provide to DISTRICT the services enumerated in Section F of this agreement under the following terms and conditions:

- A. Services shall begin on _____ and shall be completed on or before _____.
- B. CONSULTANT understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits to which employees are normally entitled, including State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all federal, state, and local taxes or contributions including unemployment and income taxes with respect to CONSULTANT'S employees.
- C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONSULTANT agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT'S employees or agents.

DISTRICT agrees to defend, indemnify, and hold harmless the CONSULTANT, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.

- F. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:

- G. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
- H. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State, Municipal, and District laws, rules, and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- I. Progress payments will be made by the DISTRICT to the CONSULTANT as follows (Check one box only):
 - Total contract amount to be paid by _____
Date
 - \$ _____ to be paid monthly as progress payments, beginning _____
Date
 - Payment(s) requested on personal invoices.
- J. This agreement may be terminated by either party notifying the other, in writing, at least _____ days prior to the date of termination.

<p>FOR THE DISTRICT:</p> <p>_____ Superintendent/President or Designee</p> <p>_____ Director of Fiscal Services</p> <p>_____ Date</p>	<p>FOR THE CONSULTANT:</p> <p>_____ Signature</p> <p>_____ Date</p> <p>_____ Account #</p>
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