Speaker/Performer Agreement Form

This Agreement is entered into as of _____, 20___ between College of the Mainland, on behalf of the Department/Division of _____ ("College") and _____ ("Speaker or Performer"), the forgoing referred to collectively as the "Parties".

☐ ← Check box if Speaker/Performer is represented by an Agent.

In consideration of the mutual promises and agreements of the Parties hereto, as hereinafter set forth, it is agreed as follows:

Speaker/Performer: _____

Topic or Type of Performance: _____

Date(s): _____

Time(s): _____

Location(s): _____

Additional Activities/Terms: _____

_____

_____

Compensation/Honorarium:

The total amount to be paid by the College shall not exceed: $_____.

This amount includes $_____ paid to Speaker/Performer and $_____ for food, lodging and transportation.

Any terms unfilled may be cause for renegotiation or non-payment. Either party may terminate this Agreement with _____days' written notice. Speaker/Performer is an independent contractor and not an agent or employee of College.

ISSUING PAYMENT: College will issue payment to Speaker or Performer following the performance of services and receipt of an invoice and expense receipts (if any) and such payment shall not exceed the amount indicated in this Agreement. College shall pay Speaker/Performer with a check.

INDEMNIFICATION: Speaker/Performer agrees to indemnify, defend and hold College, its trustees, officers, agents, and employees, harmless from any claims, losses, suits, proceedings, damages and liabilities, including attorney's fees, for property damage, personal injury, death, or any other cause of action that arises out of or is based, in whole or in part, upon any act or failure to act by Speaker/Performer and/or their officers, agents, and employees in performing the Services under this Agreement. Speaker/Performer will reimburse College for any legal or other expenses incurred by College in connection with investigating or defending against such claims, losses, suits, proceedings, damages or liabilities, as and when such expenses are incurred. College reserves the right to settle any claim, proceeding, or suit at any time.

NO BOYCOTT: If Speaker/Performer is a "company", as that term is defined in Section 801.001 of the Texas Government Code, then Speaker/Performer certifies and verifies that Speaker/Performer: (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Agreement.

FOREIGN NATIONAL ADDENDUM REQUIRED: Speaker/Performer must check the appropriate box. The Speaker/Performer **IS NOT BOTH** an **individual** <u>and</u> a **Foreign National** (i.e., is not a U.S. Citizen or U.S. Resident Alien) ☐ or the Speaker **IS BOTH** an **individual** <u>and</u> a **Foreign National** ☐ A Speaker/Performer who is **BOTH** an individual and a Foreign National must complete the Foreign National Information Addendum located on the Internal Revenue website at https://www.irs.gov/pub/irs-pdf/fw8exp.pdf and submit it with this Agreement to the College. This information is required to ensure that the Speaker/Performer is eligible to receive payment and that the correct tax withholding, if any, is applied to that payment. The Foreign National Addendum must be submitted to the College at least three weeks before services will be performed under this Agreement. Speaker/Performers who are not Foreign Nationals are not required to attach the Foreign National Information Addendum to this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION: This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Galveston County, Texas. College and Speaker/Performer acknowledge that any dispute pertaining to this Agreement shall be governed by Texas Government Code Section 2260.

COLLEGE OF THE MAINLAND   **SPEAKER/PERFORMER**

_____   _____
Signature   Date   Signature   Date

Name: Sonja Blinka   Name: _____

Title: Director of Purchasing   Title: _____