



**CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
(Presentations, Performances, Speeches)
(for approved purchase of \$2,500 or less)**

This Agreement is effective as of the later date of the signatures appearing below and is entered into by and between the College of Charleston, a state-assisted institution of higher education established and existing under the laws of South Carolina d/b/a _____ having offices located at _____ (hereinafter referred to as the "College") and _____ (hereinafter referred to as the "Service Provider"). The College and the Service Provider may be collectively referred to herein as the "Parties" and each individually as a "Party".

In consideration of the covenants and conditions contained in this Agreement, and intending to be legally bound thereby, the Parties mutually agree as follows:

1.0 Professional Services. In return for the consideration stated in Section 4.0, the Service Provider shall render the following professional services: _____

at the following location and at the following dates and times:

Location Date(s) Time(s)

2.0 Right to Record. The Service Provider agrees that the College may record the services described in section 1.0 in a permanent medium and that such recording may be considered an original work of authorship under the Copyright laws of the United States (the "Work"). The Service Provider hereby assigns, conveys, and relinquishes to the College of Charleston all such right, title, and interest as Provider may acquire in, or that the provider now has, to all copyrightable elements of the Work.

3.0 College Provided Facilities. Except as provided below in this Section 3.0, in performance of the services described in Section 1.0, the Service Provider shall be solely responsible for acquiring the use of such supplies and equipment and employing such additional labor as may be necessary to render such services: _____.

4.0 Payments.

4.1 Terms. Subject to the provisions of Section 4.2, in consideration for the services rendered by Service Provider in accord with this Agreement, the Service Provider ---

shall be paid \$ _____, of which \$ _____, shall be due and payable at _____ and \$ _____ (the balance) shall be due and payable before _____ o'clock on _____, 20____.

OR ✓ shall be compensated the total amount of \$ _____, which shall be due and payable on or before _____.

AND

shall be reimbursed for itemized expenses and/or provided accommodations as follows: *[if none, so state]* _____

_____.
All expenses for which reimbursement is sought shall be accompanied by original source documentation from the payee.

4.2 Maximum Cost Limitation. In no event shall the total amount paid and owing by the College to the Service Provider under the terms of this Agreement exceed \$ _____. The compensation specified in Section 4.1 is considered fair and reasonable by both Parties and is fully inclusive of any and all payments, reimbursements, subsistence, travel, lodging and all other expenses and that are or may be due to the Service Provider under this Agreement.

5.0 Licenses and Taxes. The Service Provider is solely responsible for obtaining all licenses and permits that may be required for the provision of services hereunder and for paying all taxes that the Service Provider may incur as a result of any and all payments made under this Agreement to the Service Provider. The Service Provider agrees to submit to the College, upon its request, a properly completed Internal Revenue Service Form W-9 and/or the Service Provider's Tax Identification Number, as directed by the College.

6.0 Indemnification. Neither party to this Agreement shall be responsible for any obligation or liability incurred or assumed by the other party or its employees or representatives. Service Provider agrees to indemnify and hold harmless the College and its trustees, officers, employees, and representatives from any and all actions, suits, claims, demands and proceedings, and any judgments, losses, damages, liabilities, including attorneys' fees, arising from any statement, act, or omission of the Service Provider arising under this Agreement.

7.0 Miscellaneous.

7.1 Entire Agreement. This writing contains the entire Agreement of the Parties. No representations were made or relied upon by any Party other than those expressly set forth herein.

7.2 Disputes. This Agreement shall be interpreted, controlled and enforced in accordance with the substantive laws of South Carolina and any legal action to enforce this Agreement or arising under this Agreement shall be filed only in a court of competent jurisdiction located in the County and City of Charleston, South Carolina.

7.3 No Assignments. This Agreement is personal to the Parties and the Service Provider may not assign any right, duty, and/or obligations hereunder without the prior written consent of the College and must perform the professional services required hereunder.

7.4 Authority to Act. The Parties hereto warrant and represent that they have the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and have been duly authorized to execute this Agreement.

7.5 Modifications. No agent, employee, or representative of a Party is empowered to alter or modify any of the terms in this Agreement unless such alteration or modification is done in writing and signed by the signatories below, or their successors, or other authorized persons designated, in writing, by such signatories or successors.

7.6 Relationship of the Parties. At all times under this Agreement, the Service Provider shall be considered an independent contractor. Nothing contained herein, nor any course of action or failure to act, shall be construed to create an employer-employee or agent-servant relationship between the Parties.

8.0 Termination. This Agreement shall be deemed terminated upon the occurrence of any one or more of the following events: (a) a material breach of a term or condition of this Agreement, if the non-breaching party so elects; (b) a party becomes insolvent or subject to a petition in bankruptcy or is placed under the control of a receiver, liquidator or committee of creditors; (c) upon the performance of the services described in Section 1.0 and the full payment of all amounts due under Section 4.0; (d) if Service Provider does not perform the substantive work described in Section 1.0. Notwithstanding the provisions of the previous sentence, the Section 6.0 (Indemnification) shall survive termination of this Agreement.

IN WITNESS WHEREFORE, the Parties hereto have duly executed this CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES.

SERVICE PROVIDER

BY: _____

DATE: _____

COLLEGE OF CHARLESTON

BY: _____

DATE: _____