

# ENGAGEMENT AGREEMENT



Santa Clara University (hereinafter referred to as the University) on behalf of \_\_\_\_\_ (organization/department name) and \_\_\_\_\_ (hereinafter referred to as the Contractee) agree to the following terms and conditions of the engagement described herein.

1. Engagement Description: \_\_\_\_\_
2. Engagement Dates/Times: \_\_\_\_\_
3. Compensation: \_\_\_\_\_ (payment will be made by University check to Contractee as noted below)
4. University Contact/Event Organizer: \_\_\_\_\_
5. What is the nature of the service being provided: \_\_\_\_\_
6. Terms And Conditions:
  - A. It is understood that the Contractee executes this agreement as an independent contractor and is not an employee of the University and that the Contractee shall have exclusive control over the means, methods and details of fulfilling the obligations under this contract, except for the terms and conditions agreed upon herein.
  - B. Contractee agrees to perform and discharge all obligations under this agreement as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to Social Security laws, Workman's Compensation Insurance, income taxes, State Employment Insurance taxes or contributions, Public Liability Insurance, and Contractee will hold the University harmless against any such laws. Contractee shall have full and complete responsibility for fulfilling any obligations and claims arising from its relationship with any Union.
  - C. If the Contractee is detained by accident, riots, strikes, illness, epidemics, acts of God, or any other legitimate condition beyond control, both parties shall be relieved of all responsibilities pursuant to this agreement and the agreement shall be deemed rescinded.
  - D. In the event that the Contractee, after execution of this agreement, (1) indicates that he/she will fail to appear, (2) fails to appear, (3) arrives or becomes under the influence of, or impaired to the slightest degree by intoxicating beverages or any other drug, (4) fails to perform as agreed upon by the Contractee or its representatives and the University, the University may cancel the agreement and the Contractee shall be made liable for payment of all costs, expenses, damages and claims arising therefrom: all such expenses shall be determined by the University and will be presented to the Contractee with substantiation within thirty (30) days following the date of the agreement and the Contractee shall reimburse the University within ten (10) days following receipt of such statement.
  - E. The University agrees to hold harmless, indemnify and defend the Contractee and its representatives, from any and all liability, including defense costs, resulting from an injury to or death sustained by any person, or damage to property of any kind which is in any way connected with the performance of this agreement except from any such liability arising from the negligence of or willful misconduct of the Contractee and its representatives.  
The Contractee hereby agrees to hold harmless, indemnify and defend the University, its officers, employees, agents and students from any and all liability, including defense costs, resulting from injury to or death sustained by any person, or damage to property of any kind which is in any way connected with the performance of this agreement except from any such liability arising from the negligence or willful misconduct of the University, its officers, employees, agents, and students. \_\_\_\_\_ (initials of Contractee)
  - F. Any controversy arising between the Contractee and the University pertaining to this contract shall be resolved in the State of California.
7. Rider and/or Addendum Attached?  Yes  No (check one)

The Contractee and the University hereby acknowledge that the terms and conditions herein, including those in any applicable addendum and/or rider, constitute the full and complete agreement between the two parties. The representative of the University, in signing this contract, warrants that he/she signs as the properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract.

Signatures:

Contractee:  
Print Name: \_\_\_\_\_

d/b/a (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

SS/Federal Tax ID: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Santa Clara University:  
\_\_\_\_\_  
Jonathan A. Gray

Address: Santa Clara University  
500 El Camino Real  
Santa Clara, CA 95053

Phone: (408) 554 - 4745