

AGREEMENT FOR PERSONAL SERVICES

THIS AGREEMENT is hereby entered into by the

DISTRICT, hereinafter referred to as DISTRICT,

and:

CONSULTANT, SOCIAL SECURITY

NUMBER _____

MAILING ADDRESS _____ CITY _____ STATE _____

ZIP _____, here-in-after referred to as CONSULTANT.

CONSULTANT agrees to provide to DISTRICT the services enumerated in Section G 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 of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions including Unemployment Insurance, Social Security, 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 elected or appointed officials, employees, agents and volunteers 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.
- F. INSURANCE REQUIRED of CONSULTANT:

1. Commercial General Liability on an occurrence form with a minimum limit of \$1,000,000 each occurrence/ \$2,000,000 general aggregate from an insurer with a financial rating of A7 or better. Liability deductible not to exceed \$2,500.
2. Automobile Liability including owned, non-owned, and hired automobiles. (Can be waived by Public Entity if the CONSULTANT will not use an automobile for any phase of the work performed by this Agreement).
3. Additional Insured Provision: The DISTRICT, its elected or appointed officials, employees, agents and volunteers shall be named as additional insured under the general liability policy, by endorsement to the Certificate. A separate endorsement attached to the Certificate of Insurance evidencing the additional insured coverage is required.
4. Primary Insurance: Applicants insurance shall be primary insurance as respects to the DISTRICT; it's elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.

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

H. Support services to be provided by the District include: (List such items as office space, telephone, photocopier, clerical, office supplies etc.).

I. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

J. 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.

K. Payments will be made by the DISTRICT to the CONSULTANT as follows:

This Agreement may be terminated by either party notifying the other, in writing, at least _____ days prior to the date of termination.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____,
20____.

FOR THE DISTRICT:

FOR THE CONSULTANT:

_____	_____
NAME	NAME
_____	_____
TITLE	TITLE
_____	_____
DATE	DATE