

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ between Pierce College, 6201 Winnetka Avenue, Woodland Hills, California ("Pierce College") and

(Name)

(Address)

_____. ("The Entertainer"/Service provider).

Terms and Conditions

1. The Entertainer agrees to provide the Pierce College with the following services at the time and place specified:

(a) Services to be performed by Entertainer/Service Provider: _____

(b) Location where Services will be performed: _____

(c) Date/Time for Performance of Services: _____

2. In consideration for the services to be performed by the Entertainer/Service Provider in paragraph one (1), the Pierce College ASO agrees to pay the Entertainer/Service Provider the sum of _____ dollars (\$ _____), payable to _____.

3. Prior to performing the services contemplated in this agreement, the Entertainer/Service Provider shall furnish proof of liability insurance to the Pierce College in accordance with the matrix on the reverse side of this Agreement. Said insurance shall cover any personal injury, death, loss, or damage resulting from wrongful or negligent acts by Entertainer/Service Provider occurring during the Entertainer's/Service Provider's performance of the services contemplated in this Agreement.

4. In performing the services contemplated in this Agreement, the Entertainer/Service Provider warrants that it will obey all applicable laws, including the Los Angeles Community College District Board Rules and Administrative Regulations.

5. The Entertainer/Service Provider agrees to defend, indemnify, and hold harmless Pierce College, and the Los Angeles Community College District, its board, officers, agents, and employees, against any claim or cause of action arising from any act or omission of the Entertainer/Service Provider in relation to the Entertainer's/Service Provider's performance of the services contemplated in this Agreement.

6. The Entertainer/Service Provider agrees to provide reasonable reimbursement to Pierce College, should any portion of the Entertainer's/Service Provider's services damage the College's property.

7. This Agreement is intended to be the final and complete agreement between the parties and supersedes any prior written or oral agreement. Subsequent modifications to this Agreement must be in writing and signed by both the Pierce College ASO and Entertainer/Service provider or their authorized agents/representatives.

8. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

9. If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

The Entertainer/Service Provider:

Pierce College ASO:

Signature Date

Signature Date

S.S.N./TIN: _____

Title: _____

Tel: _____

Pierce College ASO Advisor:

Pierce College Vice President of Administrative Services:

Signature Date

Signature Date