



This agreement is made on _____ between Collin County Community College District, hereinafter referred to as "Collin College", and _____ hereinafter referred to as the "Service Provider".

- 1. Services: It is agreed by both parties that the services as outlined below, or identified in Attachment A, will be provided by the Service Provider:

Description of Service – include details of service with the cost or include Attachment A with the information.

Date and time of service - _____

Location of service - _____

Collin College campus or department requesting service:

Collin College Contact Name, Phone and Email:

- 2. Payment: Service Provider will provide W-9 for Workday records. Collin College agrees to pay the Service Provider \$ _____ for services as described within this contract. Any and all approved expenses will be paid in accordance with Collin College policies and procedures.

Check will be issued once an invoice has been provided and submitted to Workday:

Payment options:

_____ Check to be delivered to Service Provider following completion of service by the Collin College contact listed above.

_____ Check to be mailed to Service Provider at their provided address following completion of service.

3. **Relationship:** Collin College will assume no responsibility for reporting or paying employment taxes or other similar levies required by the U.S. Internal Revenue Service and/or other state or national agencies. Services are being purchased in accordance with the terms of this contract and do not establish an employer / employee relationship, partnership, or other form of relationship other than that of an outside contractor. The Service Provider shall be solely responsible for compliance with any performance fees, rules, regulations, or responsibilities required by any organization of which the Service Provider is a member or to which they may be contractually bound and Collin College shall have no liability, duty, or obligation thereto.
4. **Admission:** Collin College reserves the right to charge admission fees. It is understood and agreed that the Service Provider will not solicit funds or contributions either directly or through the sale of materials and that no literature of any kind will be distributed unless prior permission is obtained from Collin College.
5. **Termination of Agreement:** This agreement for services of the Service Provider is subject to proven detention by accidents, sickness, epidemics, acts of God, or any event beyond the control of either party. In the event that this engagement should be canceled for any of the above circumstances, both parties shall be relieved of all obligations pursuant to the agreement and the agreement shall be deemed rescinded. It is understood that cancellation for any reason must be fully documented in writing and received by the non-canceling party within forty-eight hours of verbal notification of cancellation.
6. **Place of Performance:** This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Texas. All obligations of each party to this Agreement shall be performable in Collin County, Texas and the venue, for any dispute, related to this agreement shall be Collin County, Texas.
7. **Assignment:** This agreement, and any of the rights, burdens, duties or obligations identified herein, may not be assigned, transferred, or subcontracted by either party without the prior written consent of the other party.
8. **Severability:** This agreement shall be construed in its entirety and shall not be divisible, except that a court of competent jurisdiction declares any provision hereof invalid or unenforceable as written. It is the desire of the parties that such provision or provisions be reformed, if possible, by referring to the remaining provisions hereof so as to closely approximate the intent of the parties, and the other provisions hereof shall remain valid and enforceable as written.
9. **Force Majeure:** In the event either party is unable to provide the services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond its control, the other party shall excuse non-performing from performance under this agreement, when satisfactory evidence thereof is presented to the other party, and provided that such non-performance is not due to the fault of the non- performing party.
10. **Release of Liability:** Each party releases and discharges the other party of all claims, demands, damages, actions, causes of action, or suits in equity, of any kind or nature, that may arise during the course of the performance of this agreement.

11. **Entire Agreement:** This agreement sets forth the entire agreement between Collin College and the Service Provider concerning the subject matter hereof. There are no representations, either oral or written, between Collin College and the Service Provider other than those contained in this agreement. This agreement can be modified only by an agreement in writing, signed by both parties.

This agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which both parties acknowledge in this agreement.

12. **Notice:** Any notice required under this agreement shall be in writing and shall be deemed to have been served if mailed, postage prepaid, by certified or registered mail, return receipt requested, to the party at the following address:

If to Collin College:

Collin College
Procurement Services #367
3452 Spur 399
McKinney, TX 75069

If to Service Provider:

13. **Signatures:** Signatures to this agreement warrant that they are duly authorized representatives of the parties to this contract.

Collin College: Signatures will be obtained electronically through approvals in Workday.

Service Provider:

Signature/Print: _____

Title: _____

Email: _____

Phone: _____