

OFFICIAL MERCED COMMUNITY COLLEGE DISTRICT FORM
CONSULTANT/LECTURER HONORARIUM/SERVICE AGREEMENT (PAGE 1)
FISCAL SERVICES/#2057/REVISED, MAR 2022

INSTRUCTIONS TO INITIATOR: The purpose of this form is to request approval for a consultant, lecturer honorarium, or service agreement. It is not to be used for the request of payment. **Please provide a Waiver of Liability (Page 2), completed W-9, and a Payment Request along with this form.**

DATE: _____ REQUESTED BY: _____
NAME/BUSINESS: _____ VENDOR # _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
SSN/TIN: _____ TELEPHONE: _____

THE UNDERSIGNED CERTIFIES THAT CONSULTANT/LECTURER HONORARIUM SERVICES WILL BE PROVIDED FOR THE FOLLOWING PROJECT/PROGRAM AND PURPOSE:

PROJECT/PROGRAM: _____
PURPOSE/SUBJECT: _____
DATE(S) OF SERVICE: _____ PER DAY/HR/STUDENT: \$ _____
TIME(S) OF SERVICE: _____ AMOUNT FOR SERVICES: \$ _____
PLACE OF SERVICE: _____ TRAVEL EXPENSES(IF APPLICABLE): \$ _____
_____ TOTAL REQUESTED: \$ _____

CONSULTANT'S SIGNATURE

DATE

ACCOUNT NUMBER: _____

AMOUNT: _____

DEPARTMENT APPROVAL _____

DATE: _____

SPECIAL PAYMENT INSTRUCTIONS

Due to unusual circumstances, please have check prepared for the department requestor for individual to take upon completion of services. Check is needed by:

DATE: _____ TIME: _____

I certify that the above individual will complete the service in a satisfactory manner, as outlined above.

DEPARTMENT AUTHORIZED SIGNATURE

OFFICIAL MERCED COMMUNITY COLLEGE DISTRICT FORM
CONSULTANT/LECTURER HONORARIUM/SERVICE AGREEMENT (PAGE 2)
WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FISCAL
SERVICES/#2057/REVISED,MAR 2022

WAIVER: In consideration of being permitted to provide speaker/presenter/performer services mentioned above, (hereinafter "The Activity") I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the Merced Community College District (hereinafter "College"), its officers, employees, and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

ASSUMPTION OF RISKS: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

By my signature below, I hereby recognize and acknowledge the College does not carry accident or medical insurance to provide coverage for me in the event I should sustain an accidental injury while speaking/presenting/performing. I agree that I am financially responsible for all such expenses whatsoever.

I understand that I am an independent contractor and not an employee of the College. I am solely responsible for my property, equipment, supplies, and personal belongings. The College is not responsible for my items that are lost, stolen or damaged while traveling to and from and while on the campus of the College.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD the Merced Community College District HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

SIGNATURE

DATE

PRINT NAME

DBA (IF APPLICABLE)