

Services Contract [Short Form]

Use of this form is restricted to those contracts under \$10,000 in value or shorter than three (3) months unless authorized in advance by the Purchasing and Contracts Office

This agreement, made and entered into by and between The Evergreen State College, Olympia, Washington, hereinafter referred to as "Evergreen" and _____, hereinafter referred to as the "Contractor", in the manner following:

THE PARTIES herein do mutually agree:

Scope of Service: The Contractor shall provide services as follows {Please attach additional information on separate document if more space is needed):

I. Period of Performance: The period of performance under this contract will be from _____ to _____ unless extended by either party as provided in this contract or amendment to this contract.

II. Compensation

In consideration of the Contractor's performance of the scope of service, Evergreen agrees to pay the Contractor a total not to exceed \$ _____ only after said services have been received, and within thirty (30) days of receipt of a properly-detailed and itemized invoice signed by the Contractor. The final payment due the Contractor shall not be made until Evergreen, in accordance with the terms of this agreement, approves final completion of the scope of service. Evergreen's Purchasing Manager must authorize any deviation from this.

All of the Contractor's travel and per diem expenses and all normal overhead and operating costs shall be the Contractor's sole responsibility unless otherwise described within the Scope of Service.

In Witness thereof, Evergreen and the Contractor have executed this agreement on the day, year written above and have agreed to all Terms and Conditions including those noted on the reverse side of this form. Furthermore, Contractor acknowledges that they, if applicable, are in compliance with RCW 42.52.

Contractor's Signature X _____	DATE	
Contractor's Name (PRINT): _____		Evergreen A# or Vendor Code _____
Street Address or PO Box _____		Contractor's Telephone Number _____
City/State/Zip _____		
TESC Contact & Phone – (PRINT) _____	TESC Contract Manager (Sign & Date) _____	TESC Purchasing & Contracts (Sign & Date) _____

Org	Acct	Amount	Budget Manager – Please print	Budget Manager - Signature

GENERAL TERMS AND CONDITIONS

III. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "EVERGREEN" shall mean **THE EVERGREEN STATE COLLEGE** any division, section, office, unit or other entity of EVERGREEN, or any of the officers or other officials lawfully representing EVERGREEN.
- B. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- C. "PERSONAL SERVICE" shall mean professional or technical services provided to accomplish a specific, study, project, task, or other work statement. Training and guest speakers for staff.
- D. "CLIENT SERVICE" shall mean services provided directly to and benefiting clients directly, e.g. counseling, guest lecturers or workshops for students and/or the public.

IV. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by EVERGREEN.

V. DUPLICATE PAYMENT

EVERGREEN shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge EVERGREEN under any other contract or agreement, for the same services or expenses as specified in the scope of work.

VI. AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

VII. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless EVERGREEN and all officials, agents and employees of EVERGREEN, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless EVERGREEN for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless EVERGREEN shall not be eliminated or reduced by any actual or alleged concurrent negligence of EVERGREEN or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless EVERGREEN and its agencies, officials, agents or employees.

VIII. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of EVERGREEN. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of EVERGREEN or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

IX. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. EVERGREEN may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by EVERGREEN under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

X. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

XI. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

XII. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, EVERGREEN may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, EVERGREEN shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

WAIVER - Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of EVERGREEN.