



### Honorarium Agreement

This California College of the Arts Honorarium Agreement (“Agreement”) is entered into by and between California College of the Arts (“CCA”), a California not-for-profit corporation based in San Francisco, CA and Speaker, named below.

\*Speaker Name: \_\_\_\_\_ \*Speaker EIN or SSN: \_\_\_\_\_

\*Speaker Address: \_\_\_\_\_

Speaker Phone #: \_\_\_\_\_ \*Speaker Email Address: \_\_\_\_\_

*\*Required Field*

**1. Payment:** CCA agrees to pay Speaker (check and fill-in all items that apply):

An honorarium payment of \$\_\_\_\_\_ within \_\_\_\_ days after Speaker completes his or her services. One round-trip economy-class airline ticket from Speaker’s city of departure to San Francisco/Oakland.

Hotel accommodations at \_\_\_\_\_ hotel in San Francisco/Oakland for a total of \_\_\_\_\_ room nights.

Additional items or notes (if any):

**2. Services:** Speaker agrees to perform the following Services:

\*Topic/  
Presentation Title: \_\_\_\_\_

\*Date/Time/  
Duration: \_\_\_\_\_

\*Location: \_\_\_\_\_

Additional notes (if any):

*\*Required Field*

**3. Relationship:** Speaker is an independent contractor and not an employee, agent, joint venture or partner of CCA. Speaker assumes full and sole responsibility for the payment of his or her state and federal income tax, unemployment insurance, social security, disability insurance and other taxes, fees or costs resulting from compensation under this Agreement. Speaker represents and warrants that Speaker is authorized to work in the United States for purposes of performing the services.

**4. Copyright and Licensing:** Speaker **does or does not** give CCA rights to record the Services in audio, video and photographic format and to reproduce, distribute, and/or publicly display such recording(s), electronically or in print, for educational or non-commercial purposes.

- 5. Indemnification:** Speaker shall, at all times after the date of this Agreement, indemnify, defend, and hold harmless CCA and CCA’s trustees, directors, officers, faculty, employees, affiliates, and agents, past or present against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees (including reasonable attorneys’ fees) arising out of or relating to any actual or alleged (i) misrepresentation, breach of warranty, breach of promise, or breach of covenant by Speaker of any representation, warranty, promise, or covenant in this Agreement; (ii) personal injury or property damage caused, in whole or in part, by the acts, errors or omissions of Speaker arising out of or related to Speaker’s Services; and (iii) infringement by Speaker of any third party’s patent, trademark or copyright.
- 6. Miscellaneous:** Speaker shall not be entitled to any compensation in the event of a failure or refusal to perform the Services, whether due to illness, accident or otherwise. This Agreement embodies the entire understanding between the parties and may not be amended or changed in any way except by written instrument signed by both parties. This Agreement may not be assigned without the written consent of the non-assigning party. This Agreement shall be governed in all respects by the laws of the State of California. The parties to this agreement agree to use the State of California for Jurisdiction and the County of San Francisco as Venue for any disputes between the parties.
- 7. Tax Information:** Speaker **is or is not** a United States Citizen or Resident Alien for Tax Purposes.

**For United States Citizens and Resident Aliens for Tax Purposes:**

Please check appropriate status:

- |                            |                                 |
|----------------------------|---------------------------------|
| Individual/Sole proprietor | Corporation                     |
| Partnership                | Limited Liability Company (LLC) |
| Other                      |                                 |

If LLC, choose LLC tax classification (D=disregarded entity, C=corporation, P=partnership):

\_\_\_\_\_

Please provide business name, if different from Speaker name above: \_\_\_\_\_

**For Non-U.S. Citizens and Non-Resident Aliens for Tax Purposes:**

Speaker represents that he/she is not a United States citizen, resident alien or other United States person for tax purposes, and agrees to complete and submit all required documentation and tax forms to CCA Human Resources department prior to date the services are to be rendered.

**SO AGREED,**

**CALIFORNIA COLLEGE OF THE ARTS**

**SPEAKER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

To be completed by Speaker if Speaker is a United States Citizen or Resident Alien for Tax Purposes:

**Substitute W-9 Certification (for United States citizens and resident aliens for tax purposes):**

**Under penalty of perjury, I certify that:**

- 1. The number shown on this Agreement is my correct social security number/ taxpayer identification number (or I am waiting for a number to be issued to me), and**
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and**
- 3. I am a U.S. citizen or other U.S. person.**

**Note: You must cross out item 2, above, if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return.**

**The IRS does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**By:** \_\_\_\_\_