

**Sierra Pacific Synod of the Evangelical Lutheran Church in America
Service Agreement**

This Service Agreement (Agreement) is between the Sierra Pacific Synod of the Evangelical Lutheran Church in America (the Synod) and "Insert Name, Address, City, State, Zip Code" (Presenter).

1. Services, place, and dates

"Name of Individual or Group" agrees to provide the following presentation for the Synod
"Name of Presentation" .

"Name of individual or group" shall present at the "Name of Event" that will be held at
"Location of Event, Address, City, State" . The presentation/s will be provided on
"Date and Time/s" .

"Insert full description of presentation"

The Presenter* will provide all required equipment that includes
"Insert full description of equipment to be provided--projectors, sound system, etc." .

The Synod agrees to "Insert presentation room arrangement"

2. Compensation and Payment

In consideration for the services and all rights granted by the Presenter under this agreement, The Synod agrees to pay the Presenter "Insert Amount" . Payment shall be made as follows "Insert payment details" . Enclosed with this Agreement is an IRS Form W-9 that must be completed, signed, and returned to the Sacramento Office of the Bishop before the Presenter provides any services. The terms of this Agreement will not be in effect until the completed W-9 is received. A W-9 may be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

3. Expenses

The Presenter is/are solely responsible for any and all expenses, costs, or fees of any kind incurred by the Presenter to carry out the obligations under this Agreement, except as indicated below.

In addition to the compensation, the Synod agrees to cover the following expenses for the presenter: "Insert specifics"

Complete and retain only sections a – d that apply to this agreement.

a. Lodging

The Synod shall (or shall not) (reimburse or provide) the Presenter with
"Insert number and type of rooms" at the
"Insert name of hotel or facility and address" . The Presenter is responsible for

making reservations. Reservations can be made by "Insert directions for making reservations" . The Presenter is responsible for all incidentals including, but not limited to, telephone, laundry, room service, movies, honor bar, and games. The Presenter may be required to present a credit card upon check-in for all incidentals.

OR

The Synod shall (or shall not) (reimburse or provide) the Presenter with "Insert number and type of rooms" at the "Insert name of hotel or facility and address" . The Synod shall make the reservations. The Presenter is responsible for all incidentals including, but not limited to, telephone, laundry, room service, movies, honor bar, and games. The Presenter may be required to present a credit card upon check-in for all incidentals.

OR

The Presenter is responsible for making room arrangements. The Synod shall reimburse the Presenter for lodging up to the IRS reimbursement rate for the area where the Event is being held.

b. Meals

The Synod will provide the Presenter with "Insert Meals" at the Event on "Insert dates" .

And/Or

The Synod will reimburse the Presenter for the cost of "Insert meals" on "Insert dates" up to \$15.00 for "Insert meals" and up to \$25.00 for dinner. The Synod will not reimburse the cost of alcoholic beverages.

The Presenter must include receipts for all expenses charged to the Synod or submitted for reimbursement.

c. Travel

Ground Transportation: The Synod will provide transportation from the hotel to the Event site. If the Presenter elects to rent a vehicle or to use a personal automobile during the Event, the Presenter will do so at the Presenter's own expense.

OR

The Presenter is responsible for the cost of and arranging for travel.

OR

The Synod will reimburse round trip travel from the Presenter's home to the Event by personal automobile at the current IRS mileage rate. A Mapquest or similar document should be attached to the reimbursement claim form.

OR

The Synod will reimburse the Presenter for the actual cost of airline or train tickets or for other public transportation costs. Receipts must be attached to the reimbursement claim form.

d. Reimbursement

Except for the expenses, fees, and costs discussed above, the Synod has no obligation to pay for any other expenses, fees, or costs. All requests for reimbursement of authorized expenses must be made using the synod's expense form with accompanying receipts. The form and receipts must be submitted within 30 days of the end of the Event. The Synod has no obligation to pay requests for reimbursement not received in this manner and time frame.

4. Promotion

The Synod shall have the right, but not the obligation, to use the Presenter's name, likeness, and biographical materials to advertise and promote the Event including, without limitation, use of such materials on any website maintained by the Synod.

5. Rights

- a. The Presenter hereby grants to the Synod a non-revocable, worldwide royalty-free right and license to photograph, record and film, in film, audio-video, audio-only, or any other media now or hereafter known, the Services to be provided by the Presenter at the Event (content), and to use all or any part of such content throughout the world, in any and all media, without limitation. Such rights shall include the rights to use, translate, copy, duplicate, record, broadcast, distribute, reproduce, transmit, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt, and otherwise use the Content and any derivative works in any form or media now existing or hereafter created and in any market throughout the world without condition, limitation or reservation and without further compensation to the Presenter. The Presenter represents and warrants that it has secured from third parties all permissions or licenses necessary to grant the Synod the license contemplated in this paragraph.
- b. The Synod (or Presenter) shall retain the copyright to the Content set forth above and any derivative works created therefrom, but the Presenter shall retain the copyright in and to the Presenter's pre-existing copyrighted materials.
- c. The Presenter represents and warrants that the Content of the presentation shall be in good taste and consistent with the policies, procedures, morals, principles, teachings, and ethics of the Synod.

6. Independent Contractor

The Presenter agrees and understands that in the presentation of duties under this Agreement, the Presenter is an independent contractor and not an employee of the Synod. The Presenter hereby waives any claim to the contrary. In particular, and without limiting the foregoing, the Synod shall not be required to provide, and shall not provide, health, accident, disability, life, workers compensation, unemployment, or other insurance or benefits to the Presenter. The Presenter shall be responsible for the payment of any and all taxes related to the compensation paid to the Presenter under this Agreement.

7. Indemnification and Licenses

The Presenter agrees to indemnify, defend, and hold the Synod and its officers, council, employees, and agents harmless from and against any and all claims, actions, causes of action, demands, damages, losses, or liability of any kind arising out of Presenter's performance or failure to perform this Agreement or any of Presenter's obligations under this Agreement, or the failure of any of Presenter's representations or warranties hereunder. The Presenter represents and warrants that the Services provided by the Presenter shall not violate any local, state, or federal ordinance, regulation, statute, or law or the rights of any third party. The Presenter is solely responsible for obtaining all licenses or permits necessary to avoid violating any local, state, or federal ordinance, regulation, statute, or law, or the rights of any third party.

8. Notice

Any notice required or permitted by the terms of the Agreement should be made in writing. Notice must be delivered through one of the following methods in order to be deemed given: Certified Mail, Return Receipt Requested; registered Mail, Return Receipt Requested; Overnight Delivery, with a signature signifying receipt; Facsimile Transmission with proof of delivery; electronic mail with proof of delivery. All notices must be addressed to the person named below as that party's contact/representative. The notice shall be deemed effective as of the date shown on the receipt signifying delivery of such notice to the party to whom it is addressed as they appear at the end of this Agreement.

9. Governing law, severability, and assignment

This Agreement shall be governed by and construed under the laws of the State of California, without any effect to its choice of law provisions. The Presenter may not assign, delegate, sub-contract or otherwise transfer this Agreement or any of Presenter's rights or obligations hereunder without the prior written consent of the Synod.

10. Force majeure

Any delay or failure of performance of either party to this Agreement shall not constitute a breach or default of this Agreement, or give rise to any claims for damages, if and to the extent that such delay or failure is caused by an occurrence beyond the control of

