

## Agreement for Services

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the School Board of Sarasota County, Florida, through its Suncoast Technical College, 4748 Beneva Road, Sarasota, FL 34233, hereinafter referred to as "STC" or "School Board" and \_\_\_\_\_, hereinafter referred to as "Customer."

**WHEREAS**, Customer desires to use STC's facilities to deliver instruction to adult students in a class independently developed and taught by Customer known as \_\_\_\_\_ ("class"); and

**WHEREAS**, Customer wishes to use STC's services to assist in marketing, registration, and collecting student fees for the class; and

**WHEREAS**, STC has an available facility for Customer to use to conduct the class and the ability to assist Customer in accomplishing certain administrative services necessary for student recruitment, registration, and payment for the class;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable considerations the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**I. STC agrees to:**

1. Permit Customer to use an appropriate classroom, located on the STC campus, for conducting Customer's class. Customer shall be permitted to use the classroom from \_\_\_\_ to \_\_\_\_ (time) on the following dates: \_\_\_\_\_.
2. At the sole discretion of STC, include a listing for the class in STC's course catalogue and/or similar marketing materials.
3. Register students for the class at STC and collect a class registration fee of \$\_\_\_\_\_ ("registration fee"). Registration and payment for the class will be available online, by phone, or in person during business hours at STC.
4. Remit \$\_\_\_\_\_ to Customer per paid registered student within thirty (30) days of receiving an invoice from Customer ("course fee"). The difference between the per-student registration fee and the Customer's course fee shall be retained by STC as compensation for the provision of services hereunder.

**II. Customer agrees:**

1. Customer is solely responsible for the content of the class, for providing all instruction to students taking the class, for maintaining discipline and order within the class, and for providing students with access to all course materials, curriculum, and equipment Customer requires students to possess while taking the class.
2. Customer has established and agreed to teach the class to students who register and Customer will appear at the time and place designated in this Agreement to teach the class.
3. Customer will provide STC with an invoice for its course fee upon completion of the course and no later than thirty days thereafter.
4. Before Customer will be permitted on school grounds while students are present, Customer must be fingerprinted and backgrounds checked as provided by Florida law. Customer will coordinate with the School Board to arrange a mutually convenient time for the School Board to conduct the fingerprinting. The School Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the School Board pursuant to Florida law.

**III. Both Parties agree:**

1. As described above, Customer is procuring the services of STC to secure classroom space, and to register students and collect payment on behalf of Customer. Customer is not an employee of STC or the School Board and will receive no payments or benefits from STC or the School Board other than the payment described in paragraph I.4 above.
2. Any additions, changes, deletions or modifications to this Agreement must be agreed upon, in writing, by both parties.
3. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
4. This Agreement shall commence when executed by both Parties and terminate on the last date listed in Paragraph I.1 above.

IN WITNESS WHEREOF, Customer and STC have executed this Agreement as of the date first written above.

Customer

\_\_\_\_\_

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

The School Board of  
Sarasota County, Florida

\_\_\_\_\_

By:

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

Approved for Legal Content  
September 30, 2016, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_\_ ASH