



LA JOLLA BAND OF LUISEÑO INDIANS

22000 Highway 76 Pauma Valley, California 92061

CONTRACT

The parties to this Contract, the La Jolla Band of Luiseño Indians, (hereinafter referred to as ("La Jolla" or "Band")) and _____ (hereinafter referred to as "Contractor") do hereby agree to enter into this Contract, on the dates set forth below, and agree to be bound by the following terms and conditions:

1. **Scope of Services.** Contractor hereby agrees to furnish the services set forth in Attachment A hereto. During the term this Contract, Contractor shall devote as much time as is necessary to accomplish the tasks set forth therein to the Band's satisfaction.

2. **Term of Contract.** This Contract shall begin on the ____ day of ____ 20__ and shall on the continued basis of month to month until either party terminates with 10 working days. Unless sooner terminated pursuant to the terms hereof or unless the work specified in the Scope of Work is completed prior to the specified termination date.

3. **Compensation and Billing.** In consideration for the services to be provided through this Contract, the parties agree that the compensation for services provided by Contractor shall be that set forth in Attachment B hereto. Contractor shall bill The Band monthly in arrears and said bills shall be submitted and received by The Band within forty-five (45) days of the final date of the billing period. The monthly statements shall be provided in a professional format similar to that used by other professionals and with sufficient detail to show progress made and work being billed for. The Band shall make payment on all approved invoices within 30 days of receipt.

4. **Termination.** This Contract may be terminated as follows:

- A. **Termination for Cause.** This Contract may be terminated for cause if Contractor (1) fails to perform timely or satisfactory services in accordance with the Scope of Work set forth in Attachment A; or (2) Contractor violates the terms of this Contract in whole or in part. In the event of a termination for cause, termination shall occur immediately upon receipt of the notice of termination from Band stating the cause for termination, or three days from mailing, whichever occurs first.
- B. **Termination for Convenience.** The Band may terminate the Contract at any time by giving written notice to the Contractor at least 10 working days in advance of the intended termination date. The Contractor shall be entitled to payment for all work done prior to the termination date, provided that the work has been performed satisfactorily.

5. **Independent Contractor.** Contractor's relationship with the Band is solely that of an independent contractor and Contractor is not an employee or agent of the Band.

Appendix A

Contractor is responsible for direct payment of any federal or state taxes it owes on the compensation paid to it under this Contract, as well as for any such payments with respect to Contractor's employees or subcontractors. Contractor shall not hire any subcontractors to carry out any of the duties described in the scope of work or other related functions without the written permission of the La Jolla Tribal Council.

6. Indemnification. Contractor shall indemnify, defend, release, and hold harmless the La Jolla Band of Luiseño Indians and its officers, Tribal Council, members, agents, and employees from and against all liability, obligations, claims, damages errors, omissions or other damages, costs and expense, including but not limited to reasonable attorney's fees, to the extent caused by the negligent or intentional acts, errors or omissions of Contractor which arise out of or are connected with, or which are claimed to arise out of or be connected with, any act or omission or any willful misconduct by Contractor or any employee or agent of Contractor.

7. Ownership of Property and Work Product. All documents, records, apparatus, equipment and other physical or intellectual property furnished to Contractor by the Band or produced by the Contractor or others at Contractor's direction in connection with this Contract, will be and remain the sole property of the Band. All files, records, documents, blueprints, specifications, information, letters, notes, original art work, notebooks, and similar items relating to the Band, whether prepared by the Contractor or otherwise coming into Contractor's possession shall remain the exclusive property of the Band. Upon the Band's request, Contractor will immediately return any and all such property, including electronic versions thereof, in Contractor's possession, custody or control to the Band in undamaged condition. Even if the Band does not so request, Contractor will return all such property upon the termination of this Contract. Contractor will not retain any such property or any reproduction(s) thereof, electronic or otherwise, upon such termination without the Band's written authorization.

8. Confidentiality. The Contractor acknowledges that during the performance of this Contract, Contractor (and its employees and agents, if any) may have access to and become acquainted with various confidential Tribal matters, proprietary information, innovations, processes, information, records and specifications owned or licensed by and/or used by the Band in connection with the operation of its business including, without limitation, business processes, as well as the Band's strategic planning, marketing and financial operations and methods, trade secrets, customer lists, accounts and procedures, all of which shall be referred to as "confidential information." The Contractor agrees that it and its employees and agents will not disclose any confidential information, directly or indirectly, or use any of the confidential information in any manner, either during the term of this Contract or at any time thereafter, except as required in the course of carrying out this Contract. The provisions of this paragraph shall survive the termination of this Contract and the obligation of confidentiality shall remain in force for five (5) years from the date of termination of this Contract.

9. Insurance. Contractor shall maintain workers compensation, commercial general, property damage, and liability insurance in amounts agreed to by between Contractor and the Band. Contractor shall provide evidence of such insurance to the La Jolla Tribal Council prior to the commencement of work under this Contract. The amounts of insurance required to be maintained by Contractor are set forth in Attachment C.

10. Assignment. Without the written consent of the Band, which consent may be withheld in the Band's sole discretion, this Contract and all rights hereunder shall not be assigned or transferred by either party hereto, and any purported assignment or transfer shall not be valid and binding on either of the other parties hereto.

Appendix A

11. Severability. If any portion of this Contract is deemed to be void or unenforceable by a court of competent jurisdiction, the remaining portions will remain in full force and effect to the maximum extent allowed by law. The parties intend and desire that each portion of this Contract be given the maximum possible effect allowed by law.

12. Governing Law. The services to be rendered shall be governed by the relevant laws of the La Jolla Band and the laws of the United States, or if neither exists as to the matter at issue, then the laws of the State of California shall apply.

13. No Continuing Waiver. No waiver by either party of any default or breach shall constitute a continuing waiver or a waiver of any subsequent breach of any term, condition or covenant or hereunder.

14. Entire Contract. This Contract contains the entire agreement between the Band and Contractor relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings and Contracts between the parties relating to the subject matter hereof.

15. Notices. All notices, requests, and demands required under the terms and provisions of this Contract will be given in writing and personally delivered or sent via overnight courier, or mailed in the U.S. Post Office with postage prepaid, and addressed as follows (or to such other address as either party hereafter specifies in writing to the other):

If to Band:

Chairperson, Tribal Council
La Jolla Band of Luiseño Indians
22000 Highway 76
Pauma Valley, CA 92061

If to Contractor:

Any notice, request, or demand will be considered given: (1) when delivered in the case of personal delivery; and (2) one day from the date of sending, in the case of mailing or transmission via overnight service (e.g., FedEx or Express Mail); or (3) three days after mailing of the notice by first class mail through the U.S. Post Office.

16. Entire Contract. This Contract contains the entire, complete, and exclusive Contract between Band and Contractor and, upon signing hereof, supersedes, replaces, and cancels any and all previous written, oral, and implied Contracts, communications, negotiations, understandings and commitments that Band and Contractor may have had with respect to this Contract.

17. Amendments to Contract. This Contract may not be changed, modified, or amended, except in a writing signed by both the Band and Contractor.

18. Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Contract or any provision of it.

Appendix A

19. Disputes. Any claim or controversy arising out of this Contract shall be resolved by the La Jolla Tribal Council by the Contractor setting forth in writing its claim and submitting it to the Tribal Council for consideration. The Tribal Council may require the Contractor to be present at a Tribal Council meeting to discuss and attempt to resolve the claim.

20. Duplicate Originals. This Contract is being entered into in two duplicate originals, each of which alone may serve as proof of the terms of this Contract.

This Contract is being signed and entered on the dates set forth below at the La Jolla Indian Reservation in San Diego County, California.

La Jolla Band of Luiseño Indians

Contractor

By _____
(Signature)

By _____
(Signature)

Name: Wesley Ruise Jr.

Name:

Title: Chairman

Title:

Address 22000 Highway 76

Company Name:

Pauma Valley, CA 92061

Address:

Telephone: (760) 742-3771

Telephone:

Fax: (760) 742-1704

Fax:

Email: wesley.ruisejr@lajolla-nsn.gov

Email:

Date _____

Date _____

Appendix A

ATTACHMENTS

Attachment A: SCOPE OF WORK

Contractor shall provide the following services pursuant to this Contract:

ATTACHMENTS

Attachment B: COMPENSATION