

AGREEMENT FOR PERSONAL SERVICES

THIS AGREEMENT is hereby entered into by the SANTA MONICA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, and;

STUDIO
Animatics
CONSULTANT

953773998
TAX I.D./SOCIAL SECURITY NUMBER

1516 Colby Avenue, Suite 7 Los Angeles CA 90025
MAILING ADDRESS CITY STATE ZIP

hereinafter referred to as CONSULTANT.

CONSULTANT agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on 8/1/01 and shall be completed on or before 12/30/01.
- B. CONSULTANT understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security, and Income Taxes with respect to CONSULTANT'S employees.
- C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement unless specifically stated in Section J.
- D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT'S employees or agents.

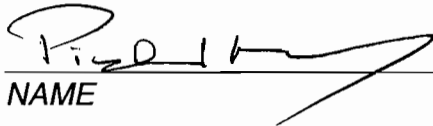
DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.

- F. CONSULTANT shall provide DISTRICT with a Certificate of Insurance showing a minimum N/A combined single limits of general liability and automobile coverages as required by the DISTRICT.
- G. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:
To complete the development of animated modules in 7 different languages, being responsible for all aspects of production; college will produce scripts to be animated. This is an extension of the completion date which was approved by the Board of Trustees 7/9/01.
- H. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. Payments will be made by the DISTRICT to the CONSULTANT as follows:

NOT TO EXCEED: The previously approved amount which was \$33,000.
- K. This agreement may be terminated by either party notifying the other, in writing, at least N/A days prior to the date of termination.

THIS AGREEMENT IS ENTERED INTO THIS 3rd DAY OF September, 2001.

DISTRICT SIGNATURE:



 NAME

Superintendent/President

 TITLE

 DATE

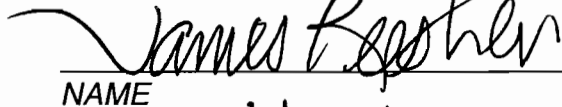
September 10, 2001

 Board Approval Date

03-51100-18110000-0045

 Account Number

CONSULTANT SIGNATURE:



 NAME

President

 TITLE

9/30/01

 DATE