



Letter of Agreement for Performance/Lecture

January 5, 2023

Play-Well TEKnologies

216 Greenfield Avenue

San Anselmo, CA 94960

Phone: (W) 415.460.5210

Contact: Jacob Lang

jacob@play-well.org

It is agreed the **VENDOR** will provide: 14 summer camp sections spread over 7 weeks.

SEE ATTACHED ADENDUM WITH DETAILS

Dates: Camps begin June 12, 2023 and the last camp ends August 11, 2023

Camp times are 9A-12P for morning sections and 1P-4P for afternoon sessions

Location: 102 E Wesley Street, Wheaton, IL 60187

Fee: \$135 per child per camp session

Special equipment required:

☐ Tables and chairs for attendants

☐ Space for LEGO play

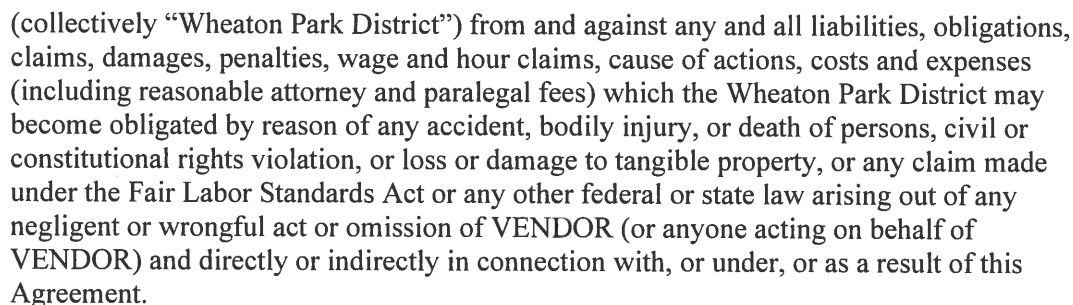
Please sign and return a copy of this agreement. Please retain a copy for your files.

It is the intention of the Wheaton Park District, DBA DuPage County Historical Museum, hereafter, Park District, to create a non-exclusive Independent Contractor relationship with Play-Well TEKnologies, hereafter, **VENDOR**. This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.

- I. **VENDOR** acknowledges and agrees that **VENDOR** is not entitled to any benefits or protections afforded employees of the Wheaton Park District (Park District) or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that **VENDOR** will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be **VENDOR**'s sole responsibility and not the Park District's. Also, it is understood that **VENDOR** is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, **VENDOR** will be solely responsible for Contractor's own actions. The Park District will in no way defend **VENDOR** in matters of liability.
- II. It is the intention of the parties to create a non-exclusive independent contractor relationship. The **VENDOR** may engage in other business activities and provide similar services to other entities and businesses, provided such services do not create a conflict of interest or interfere with the performance of the services contemplated by this agreement.
- III. The **VENDOR** agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- IV. **VENDOR** acknowledges and agrees that **VENDOR** is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of **VENDOR** and those employees, if any, employed by **VENDOR**.
- V. Payment Terms will be Net 30
 - a. **VENDOR** may be asked to provide an invoice for services.
 - b. **VENDOR** will need to provide W9 to Park District and speak with Finance Department to be added to Park District payment database prior to date of service to receive payment in a timely manner.



- c. All Payments will come Net30 after event from Paymerang. ACH payments can be arranged by VENDOR after first payment from Paymerang comes through.
 - d. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. VENDOR will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VI. The VENDOR shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. The VENDOR acknowledges and agrees that s/he will devote such times as is necessary to produce the contracted for results. The VENDOR represents and warrants that the VENDOR has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the VENDOR for the services.
- VII. The VENDOR acknowledges and agrees that s/he is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to.
- VIII. The VENDOR acknowledges and agrees that s/he is solely responsible for his/her employees'/agents' actions in performing the work/services.
- IX. The VENDOR agrees to provide and keep in force at all times during this Agreement, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the park district no later than seven (7) days prior to the commencement date of this agreement.
- a. These insurance requirements may be waived by written agreement. In the event the Park District waives this requirement, the VENDOR must understand and agree that s/he remains an independent contractor and shall not be an employee of the Park District. As an independent contractor, and consistent with Section I above, the VENDOR shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not the VENDOR elects to maintain general liability and/or worker's compensation insurance to protect VENDOR.
- X. IX. All insurance coverage provided by the VENDOR shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the VENDOR's insurance and shall not contribute with it.
- XI. The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- XII. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- XIII. To the extent permitted by law, VENDOR shall indemnify, save, defend and hold harmless the Wheaton Park District, including its officers, officials, agents, volunteers and employees



- Authorized Signature of VENDOR**

Printed Name _____

Date _____

M. Bernard

Printed Name _____

Date _____



LEGO-inspired
engineering classes
for kids K-8

Play-Well TEKnologies Letter Of Agreement 2023 Summer Camps

Organization

DuPage County Historical Museum

102 E Wesley Street
Wheaton, IL 60187

DuPage County Historical Museum Contact

Michelle Podkova

Phone: (W) 630.510.4956

Email: mpodkova@wheatonparks.org

Play-Well Contact

Primary Contact

Jacob Lang - Area Manager

Phone: (W) 224-571-2104

Email: jacob@play-well.org

Business Office

216 Greenfield Avenue

San Anselmo, CA 94960

Phone: (W) 415.460.5210



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Program Location

DuPage County Historical Museum

102 E Wesley Street
Wheaton, IL 60187

Site Phone: 630-510-4941



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Play-Well TEKologies Letter Of Agreement 2023 Summer Camps

DuPage County Historical Museum Course Dates

Title / ID	Ages	Dates	Times	Price	Min/Max
Minecraft Engineering using LEGO® Materials ID: 98643	Ages: 5 to 7	6/12/23 - 6/16/23 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Minecraft Master Engineering using LEGO® Materials ID: 98644	Ages: 7 to 12	6/12/23 - 6/16/23 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Adventures in STEM with LEGO® Materials ID: 98645	Ages: 5 to 7	6/19/23 - 6/23/23 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
STEM Explorations with LEGO® Materials ID: 98646	Ages: 7 to 12	6/19/23 - 6/23/23 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Mandalorian Training using LEGO® Materials ID: 98647	Ages: 5 to 7	6/26/23 - 6/30/23 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Mandalorian Missions using LEGO® Materials ID: 98648	Ages: 7 to 12	6/26/23 - 6/30/23 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Transportation Engineering using LEGO® Materials ID: 98649	Ages: 5 to 7	7/10/23 - 7/14/23 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15

[*] Price Per Course Per Participant



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Letter Of Agreement

2023 Summer Camps

DuPage County Historical Museum Course Dates Cont...

Title / ID	Ages	Dates	Times	Price	Min/Max
Transportation Master Engineering using LEGO® Materials ID: 98650	Ages: 7 to 12	7/10/23 - 7/14/23 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Pokémon Engineering using LEGO® Materials ID: 98651	Ages: 5 to 7	7/17/23 - 7/21/23 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Pokémon Master Engineering using LEGO® Materials ID: 98652	Ages: 7 to 12	7/17/23 - 7/21/23 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Animal Adventures with LEGO® Materials ID: 98653	Ages: 5 to 7	7/24/23 - 7/28/23 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Level Up Gaming using LEGO® Materials ID: 98654	Ages: 7 to 12	7/24/23 - 7/28/23 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Minecraft Engineering using LEGO® Materials ID: 98655	Ages: 5 to 7	8/7/23 - 8/11/23 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15
Minecraft Master Engineering using LEGO® Materials ID: 98656	Ages: 7 to 12	8/7/23 - 8/11/23 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$135.00[*] Total Price: \$195.00[*]	10 / 15

[*] Price Per Course Per Participant



Play-Well TEKnologies Letter Of Agreement 2023 Summer Camps

DuPage County Historical Museum Course Descriptions

Minecraft Engineering using LEGO® Materials

Venture into the world of Minecraft in our unique LEGO® experience. Get ready to build your base, craft your tools, use your Minecart to harvest raw resources, and battle to stop the Ender Dragon from ending the world. Come explore the endless possibilities of LEGO® with a trained Play-Well instructor.

Minecraft Master Engineering using LEGO® Materials

Bring your favorite Minecraft adventures to life with our enthusiastic Play-Well instructors. In a Minecraft world powered by LEGO® resources, we will build shelters to keep out Creepers, craft mystical items that only true masters can wield, and perfect our crossbow skills to stop the Wither from taking over! If you can imagine it, we can build it.

Adventures in STEM with LEGO® Materials

Let your imagination run wild with tens of thousands of LEGO® parts! Build engineer-designed projects and use special pieces to create your own unique designs! Projects are rotated seasonally to ensure that both new and returning students can explore the endless creative possibilities of the LEGO® building system.

STEM Explorations with LEGO® Materials

Master your engineering skills with Play-Well TEKnologies and tens of thousands of LEGO® parts! Apply real-world concepts in physics, engineering, and architecture through engineer-designed projects. Projects are rotated seasonally to ensure that even returning students get a new experience, so join us to design and build as never before and explore your craziest ideas.

Mandalorian Training using LEGO® Materials

Here's our chance to join our friends and learn what it takes to become a true Mandalorian. Using LEGO®, an experienced instructor will guide us through the skills and equipment needed to earn the title. We will build our gauntlet fighter ship to weave through the galaxy, our Z-6 jetpacks to maneuver through the air, and of course defend ourselves with our Mandalorian armor. Coming to a galaxy near you!



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for kids K-8

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Mandalorian Missions using LEGO® Materials

Master The Way of the Mandalorian in this Star Wars inspired LEGO® Engineering experience. Venture through the galaxy in your custom gauntlet fighter to rescue Baby Yoda, build grappling hooks to pull ourselves to safety or rescue an ally from the treacherous Sarlacc Pit. Allow our Play-Well instructor to help get you ready to complete multiple missions all over the galaxy.

Transportation Engineering using LEGO® Materials

Break the sound barrier on a supersonic jet, deliver cargo by train, and explore a swamp in your airboat. Build and create different modes of transportation out of more than 20,000 pieces of LEGO®, all while learning about the engineering concepts that make vehicles and vessels work.

Transportation Master Engineering using LEGO® Materials

Take a double decker bus ride through London, pilot a hovercraft over land and sea, and make important deliveries in a cargo plane. Learn about STEM concepts as we explore the various ways that we transport goods and people from place to place.

Pokémon Engineering using LEGO® Materials

Calling all Pokémon trainers! With the Pokémon Championship approaching, join our enthusiastic Play-Well Instructors as we build and catch our favorite Pokémon, rescue Pikachu from Team Rocket, take a ride on the S.S. Anne to uncover rare and mystic Pokémon, and battle to see who will hold the title of Pokémon Master. Come along on our journey to catch 'em all!

Pokémon Master Engineering using LEGO® Materials

LEGO® Master, I choose you!! In the race to be crowned the Ultimate Pokémon Champion, we need your help! Learn to build your favorite Pokémon, level up by teaching them special moves, evolve them into more powerful versions, and come face to face with the current champion in an epic battle for the title. Learn from our Play-Well Pokémon Masters so you can make it to the top!

Animal Adventures with LEGO® Materials

Let your imagination run wild with tens of thousands of LEGO® parts as we design and build leaping dolphins, buzzing beehives, and towering giraffes. Play, create, and learn in a world inspired by the animal kingdom. Design and build as never before and explore your craziest ideas.



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Level Up Gaming using LEGO® Materials

Come and join our exciting "offline" video game experience where we give the controllers a rest and put your building skills to the test as we bring your favorite characters from the virtual world to the real world. Using LEGO®, we will build worlds for Mario to jump through, mechanisms to make Sonic spin and take down Robotnik, as well as your own custom Smash Bros. arenas to battle in. Under the guidance of a Play-Well instructor, you will gear up to take down the final boss. Are you game?



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Invoicing

Play Well will be responsible for invoicing the class

Please Note

1. Play-Well TEKnologies programs do not automatically continue; a new Letter of Agreement must be negotiated for new programs.
2. Programs must be conducted in a clean, indoor area on the first floor or in a room that is handicap accessible.
3. For programs held for multiple days, we prefer to use the same room each day.
4. If programs do not meet minimum enrollment, they may be combined or cancelled at our discretion. Do not automatically cancel a class that is below the minimum. Contact Play-Well first.
5. Students will not be able to keep LEGO materials. All materials used are the property of Play-Well TEKnologies and are not for sale or distribution.
6. Client will collect all participant fees prior to start of program. Play-Well TEKnologies will invoice client after the program has started.
7. The Play-Well fee does not include any CLIENT markup. Please notify Play-Well Area Manager of total cost of class.
8. The first day of summer programs, we request access to the site approximately 45 minutes before, and 30 minutes every day thereafter for setup. After class, we request 15-30 minutes for cleanup.
9. Play-Well will invoice client after the program has started



Jacob Lang for Play-Well TEKnologies

3/20/2023

Date



DuPage County Historical Museum
Representative

2/2/2023

Date

CERTIFICATE OF LIABILITY INSURANCE

09/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McNamara Insurance Services, Inc. 690 De Long Avenue, Suite 200 Novato CA 94945		CONTACT NAME: Michael McNamara PHONE (A/C No, Ext): (415) 457-7856 FAX (A/C, No): (415) 457-7698 E-MAIL ADDRESS: Kent@4apolicy.com															
INSURED Tim Bowen, DBA: Play-Well TEKologies 216 Greenfield Avenue San Anselmo CA 94960		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Companies</td> <td>18058</td> </tr> <tr> <td>INSURER B: The Hartford Insurance Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Companies	18058	INSURER B: The Hartford Insurance Co of the Midwest	37478	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: CL2291503390

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2464002	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB832317	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		57WECKZ9403	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse/Molestation and Professional Liability			PHPK2464002	10/01/2022	10/01/2023	EACH INCIDENT \$1,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the General Liability Deluxe Endorsement: Human Services PI-GLD-HS attached to this policy.

CERTIFICATE HOLDER

CANCELLATION

DuPage County Historical Museum 102 E. Wesley St. Wheaton IL 60187	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>[Signature]</i></p>
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