

WHEATON PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- I. It is the intention of the **Wheaton Park District** to create a non-exclusive Independent Contractor Relationship with **C+INO LLC**. This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.
 - A. Contractor acknowledges and agrees that Contractor is not entitled to any benefits or protections afforded employees of the Wheaton Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that Contractor 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 Contractor's sole responsibility and not the Park District's. In addition, Contractor 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, Contractor will be solely responsible for Contractor's actions, and that of Contractor's employees and agents, if any. The Park District will in no way defend Contractor in matters of liability.
 - B. It is the intention of the parties to create a non-exclusive independent contractor relationship. Contractor may engage in other business activities and provide similar services to other entities and businesses.
 - C. Contractor agrees not to identify and act as an employee or joint employee of the Park District to members of the public.
 - D. Contractor acknowledges and agrees that Contractor 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 Contractor and agents employed by Contractor, if any.
- II. The Contractor shall provide specific services as required by the Park District.
 - A. Services to be performed by Contractor include:
 - Conducting classes outlined within Jiu Jitsu Curriculum
 - B. Results to be achieved by Contractor include:
 - Conducting a successful class based on program description, dates and times advertised.
 - C. Days and hours of work to be performed by Contractor include:
 - Classes based on submission by contractor and enrollment.
 - D. Location(s) of work to be performed by Contractor include(s):
 - Wheaton Park District Ray Morrill Community Center – 1777 S Blanchard Street, Wheaton, IL 60189

- E. Contractor's other responsibilities include:
- Provide the Park District staff with an Invoice prior to last day of class in order to be paid in a timely manner.
 - Provide the Park District staff with changes for brochure, fees, location and/or any other matter pertaining to the program.
- III. The Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to their own independent judgment, and is solely responsible for the direction of their employees and agents. The contractor acknowledges and agrees that they will devote such times as is necessary to produce the contracted for results. The Contractor represents and warrants that the Contractor 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 Contractor for the services.
- IV. The duration of this independent contractual agreement will be:
- A. January 1, 2026- December 31, 2026
- V. A. Method of payment:
- Invoice submitted to Wheaton Park District and then Purchase Order (Check) sent to Contractor.
 - Contractor will receive _____66%_____ split of resident rate with Wheaton Park District.
- B. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-NEC. The Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VI. The contractor acknowledges and agrees that they are responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to.
- VII. The Contractor acknowledges and agrees that Contractor is solely responsible for the actions of employees or agents hired by the Contractor in performing the work/services.
- VIII. The Contractor 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.

These insurance requirements may be waived by written agreement. In the event the Park District waives this requirement, the Contractor must understand and agree that they remain an independent contractor and shall not be an employee of the Park District. As an independent contractor, and consistent with Section I above, the Contractor shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not the Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor.

- IX. All insurance coverage provided by the Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.
- X. 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.
- XI. 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.
- XII. To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hours claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of or any negligent or wrongful act of the Contractor (or anyone acting on behalf of the Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.
- XIII. The Contractor acknowledges and agrees that they will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court.
- XIV. Contractors, in providing any aid, benefit, or service, will not, directly or through contractual, licensing, or other arrangements, discriminate on the basis of disability.

A. Discrimination includes but is not limited to:

- Refusing to conduct an assessment when a visitor with a disability makes a request for a reasonable modification;
- Denying a request for a reasonable modification unless the request creates an undue burden; and
- Charging a higher fee for participation by a visitor with a disability than the fee charged to a visitor without a disability for the same service.

B. The Contractor agrees:

- It will welcome visitors with disabilities.
- It will make services, programs, and equipment available to participants with disabilities who meet eligibility requirements.
- It will, when a visitor asks for a reasonable modification, evaluate the request and, unless fulfilling the request is an undue burden, fulfill the request.
- It will keep a single record containing all requests for reasonable modification, including date and time, activity, details about the person making the request, the disposition of the request, and any cost incurred to fulfill the request.
- It will provide that record to the Park District upon request, or within two weeks of the end of every quarter of the year.

C. The Park District agrees:

- It will ensure that parking, restrooms, and accessible routes to the Contractor's place of business in the facility are accessible and maintained by the Park District to remain accessible.
- It will be available to assist Contractor in evaluating requests for reasonable modification.

- XV. The Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.
- XVI. Contractor represents and warrants that the Contractor 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 Contractor for the services.
- XVII. Force Majeure - In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period of such delay.
- XVIII. Contractor agrees to submit to a criminal background check and that this Agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any

Independent Contractor Agreement
Page 5 – Continued

employee, subcontractor of other person on behalf of the Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.

XIX. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless made in writing, signed by both Parties and dates after the date hereof. This Contract is not-assignable by the Contractor.

XX. Other items: _____

THEODORE CHINO 12/18/2025

Authorized Signature of Contractor

Print Name

Date

Authorized Signature

Michael J. Benard

_____ 11/5/2025

Date

For Office Use Only:

Background Check Waiver	Independent Contractor Agreement	Certificate of Insurance
42	42	42



CINOLLC-01

DBOHANNON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2025

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 Terry L. Green & Associates, Inc. 3100 Five Forks Trickum Road Suite 101 Lilburn, GA 30047		CONTACT NAME: PHONE (A/C, No, Ext): (678) 344-9994 FAX (A/C, No): (770) 978-2780 E-MAIL ADDRESS: info@esportsinsurance.com		
INSURED C+INO LLC 1598 Friars Ct Wheaton, IL 60189-7608		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Fortegra Specialty Insurance Company		16823
		INSURER B: Axis Insurance Company		37273
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

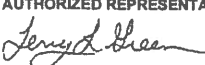
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		KSG1000003-03-C12344	11/21/2025	11/21/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			SRPOAGI-ESA42094	11/21/2025	11/21/2026	Excess Med Benefit 100,000
							Deductible 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Number: VDW83YFYMY. Covered Activities: Martial Arts.. Locations: ; 1777 s Blanchard, Wheaton IL 60189.

The Certificate Holder is added as an additional insured but only with respect to liability ability out of the named insured during the policy period.

CERTIFICATE HOLDER Wheaton Park District 1777 S Blanchard St Wheaton, IL 60189	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2025

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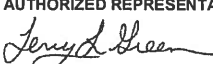
PRODUCER Terry L. Green & Associates, Inc. 3100 Five Forks Trickum Rd Suite 101 Lilburn, GA 30047	CONTACT NAME:		
	PHONE (A/C, No, Ext): 1-800-550-5029	FAX (A/C, No): 770-978-2780	
	E-MAIL ADDRESS: info@esportsinsurance.com		
INSURED C+INO LLC 1598 Friars Court Wheaton, IL 60189	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Fortegra Specialty Insurance Company		# 16823
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	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** VDW83YFYMY **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			KSG1000003-03-C12344	11/21/2025 12:01 AM	11/21/2026 12:01 AM	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
			PROPERTY DAMAGE (Per accident)	\$				
				\$				
	☐ UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Accident/Medical Coverage			SRPOAGI-ESA42094	11/21/2025 12:01 AM	11/21/2026 12:01 AM	MAXIMUM MEDICAL DEDUCTIBLE	\$ 100,000 250
							TERMS OF PAYMENT	EXCESS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Number: VDW83YFYMY. Covered Activities: Martial Arts.. Locations: ; 1777 s Blanchard, Wheaton IL 60189.

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Terry L. Green & Associates, Inc.
3100 Five Forks Trickum Rd., Ste. 1
Lilburn, GA 30047
PH:678-205-8044 FAX:678-205-8045
Email: info@esportsinsurance.com

***Martial Arts Policy Application - VDW83YFYMY
For: C+INO LLC***

Page: 1

Date Purchased: 11/20/2025 08:06AM

Policy Information

Liability Policy Number: KSG1000003-03-C12344

Medical Policy Number: SRPOAGI-ESA42094

Liability Certificate Number: VDW83YFYMY

Contact Information

Applicant Name: C+INO LLC

Contact Name: THEODORE CHINO

Additional Contact Name: THEODORE CHINO

Phone Number 1: 6302052466

Phone Number 2:

Fax Number:

Email Address: Theodorezchino@gmail.com

Web Site Address:

Are You a Insurance Broker: NO

Mailing Address 1: 1598 Friars Court

Mailing Address 2:

Mailing City: Wheaton

Mailing State: IL

Mailing Zip Code: 60189

Is Mailing Address also a Studio Address?: NO

Studio Locations

Studio Location Address 1: 1777 s Blanchard

Studio Location Address 2:

Studio Location City: Wheaton

Studio Location State: IL

Studio Location Zip Code: 60189

Effective Date: 11/21/2025

Expiration Date: 11/21/2026

Instruction Types:

JiuJitsu

Number of Students 13 and Under: 10

Number of Students 14 and Over: 5

Total Number of Students: 15

General Aggregate: \$1,000,000

Number Birthday Parties: 0

Property Losses Last 3 Years: NO

Would you like to add an Excess Liability Policy on top of General Liability Policy: NO

Would you like to purchase Sexual & Child Abuse Coverage? NO

S. 534 The Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 extends the mandatory reporting requirements of child abuse to national governing bodies, like USA gymnastics, and affiliated amateur sports organizations, to ensure that reports are immediately made to local or federal law enforcement authorities. The bill also allows civil suits by minors against sex abuse perpetrators to be brought by clarifying that once a victim has established a harm occurred, the court will presume \$150,000 in monetary damages. The bill also extends the civil statutes of limitations for these cases.



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Lilburn, GA 30047
PH:678-205-8044 FAX:678-205-8045
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Martial Arts Policy Application - VDW83YFYMY

For: C+INO LLC

Page: 2

Date Purchased: 11/20/2025 08:06AM

Release/Waiver on file for each student: YES
Parents/Guardians signature required for minors: YES
Full Contact Boxing: NO
Do your students Spar?: YES
Require Use of Protective Gear: YES
Sparring rules addressed to all students: YES
Weapons used: NO
Real or Bladed Weapons:
Climbing walls/devices used in the studio: NO
Any activities that occur away from the facility/premises: NO
Does your business have camps/clinics: NO
Do you have child-care/babysitting services/pre-schools and/or accredited schools: NO
Facility use inflatable devices: NO
Tumbling programs/activities offered by your school: NO
Do you have open gym/studio at any time: NO
Do you offer instruction/training for ring or cage sports including conventional boxing: NO
Do you offer instruction/training for MMA fighters: NO
Do you offer instruction/training for military or law enforcement: NO
Is your facility rented or leased to outside individuals or businesses: NO
Liability Coverage been cancelled in any way or Liability Claim in the past 5 years: NO



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Lilburn, GA 30047
PH:678-205-8044 FAX:678-205-8045
Email: info@esportsinsurance.com

Martial Arts Policy Application - VDW83YFYMY

For: C+INO LLC

Date Purchased: 11/20/2025 08:06AM

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Policyholder Name: C+INO LLC

Coverage Period: 11/21/2025 12:01am through 11/21/2026 12:01am

General Aggregate:	\$1,000,000
Products/Completed Operations:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage (any one fire):	\$300,000
Spectator Medical Expense:	\$10,000
GL Premium:	\$300.00

(\$6.34 x 15 Students)

(Minimum premium of \$300.00 has been applied)

Excess Participant accident medical payments:

Maximum Medical Expense Benefit: \$100,000

Deductible Per Claim: \$250

Medical Premium: \$150.00

(\$3.25 x 15 Students)

(Minimum premium of \$150.00 has been applied)

Birthday Parties Not Covered.

No Equipment Coverage.

No Plate Glass Coverage.

No Sexual & Child Abuse Coverage.

Additional Insured - Independent Contractor Premium:	\$0.00
Additional Insured - Subrogation Endorsement Premium:	\$0.00
Additional Insured - Non Contributory Endorsement Premium:	\$0.00
SLT Tax:	\$13.20
Program Management Fee:	\$15.00
Company Fee:	\$15.00

Total Premium Due: \$493.20

(Minimum premium is fully earned upon inception and non-refundable.)

(Please refer to premium rates and benefits page.)

Total Payment Paid: \$493.20

Customer paid online.

I verify that all the information in this application is accurate and true.

Electronic Signature: THEODORE Z CHINO on 11/20/2025 08:00AM

All fees charged are fully earned at inception of the policy and will not be returned unless required by applicable law. All fees will be shown separate from premium in our quotes. Insureds are under no obligation to purchase insurance proposed by us including a fee and insurance carriers are under no obligation to bind any insurance proposed in our Quotes. The fees we charge are not required by state law or the insurance carrier.