

**WHEATON PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
SHORT FORM**

- I. It is the intention of the **Wheaton Park District** to create a non-exclusive Independent Contractor Relationship with **Challenger Sports**. This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.
- A. The Contractor acknowledges and agrees that he/she is not entitled to any benefits or protections afforded employees of the park district nor bound by any obligations of employees of the park district. The Contractor understand and fully agrees that s/he will not be covered under provisions of the unemployment compensation insurance of the Park District or the worker's compensation insurance of the Park District and that any injury of property damage on the job will be the Contractor's sole responsibility and not the Park District's. Also, it is understood that the 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, the Contractor will be solely responsible for his/her own actions. The Park District will in no way defend the Contractor in matters of liability.
- B. It is the intention of the parties to create a non-exclusive independent contractor relationship. The Contractor 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.
- C. The Contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- D. The Contractor acknowledges and agrees that s/he 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 the contractor and those employees, if any, employed by him/her.
- II. A. Services to be performed by Contractor include:
- Conducting Soccer Camp classes submitted for program guides in accordance with production schedule.
- B. Results to be achieved by Contractor include:
- Conducting a successful camp based on program description, dates and times advertised.
- C. Days and hours of work to be performed by Contractor include:
- Daily soccer camp from 9:00am – 12:00pm, for the week of July 24-28, 2017.
- D. Location(s) of work to be performed by Contractor include(s):
- Wheaton Park District Seven Gables Park, 1750 S. Naperville Road, Wheaton, IL 60189.

- E. Contractor's other responsibilities include:
- Provide WPD staff with an Invoice prior to last day of camp/class in order to be paid in a timely manner.
 - Provide WPD 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 his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. The contractor acknowledges and agrees that s/he 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:
January 1, 2017 – December 31, 2017
- V. A. Method of payment:
- Invoice submitted to WPD 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-Misc. 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 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.
- VII. The Contractor acknowledges and agrees that s/he is solely responsible for his/her employees'/agents' actions 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 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 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 s/he 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. 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.
- XV. 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.
- XVI. 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 employee, subcontractor or 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.

Independent Contractor Agreement - Short
Page 4 - Continued

XVII. 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.

XVIII. Other items: _____




Authorized Signature of Contractor

Terry Gordon

Print Name

March 2nd 2017
Date



Authorized Signature

Michael J. Benard

3/3/17
Date

Challenger Sports/ Chicago Red Stars AGREEMENT/CONFIRMATION 2017

PLEASE CHECK ONE - NEW 1 YEAR

The agreement made this Thursday day of Feb 2nd, 2017 between British Soccer a division of CHALLENGER SPORTS CORP, a corporation organized & existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 and herein referred to as "British Soccer" and:

Wheaton Park District
Organization Name

Wheaton, IL, herein referred to as "The Club"
City & State

WHEREAS:

1.0 Conditions: "Challenger Sports" agrees that it will conduct and maintain an instructional soccer camp in accordance with the following:

- Coaches will hold the minimum of a Football Association Coaching License/Challenger/ Coaching certification.
- There will be at least one qualified coach for each coaching group (12-15) of campers.
- Each camp shall include five daily sessions Monday through Friday or other as specified. Sessions shall run for one hour, one and a half hours, two hours, three hours and six hours.
 - Free Red stars game ticket for each camper.
 - Invitation to watch the red stars train and meet the player.
 - Spring promo event for club.

1.1 Term of Contract – please circle all appropriate camp programs and fees.

Camp fees: 3 hours \$ 180.00 Additional fee added by organization: \$90.00 (34%) Total fee \$270.00

*For any camper registering after the ball and shirt order has been taken 10 days before camp, there will be a \$10 late fee charged.

*The host organization will receive rebates on full paying campers only.

1.2 Provisions: "Challenger Sports" shall provide the following to the Club:

- A certificate of general liability coverage to all camps.
- Promotional literature, posters, marketing and operational support.
- A hand stitched soccer ball and t-shirt to each camper who registers for camp – unless otherwise stated.
- The Camp Coordinator will receive a free camp scholarship.
- All host families will receive a rebate of \$80 towards the cost of their camp fees.

2.0 Conditions accepted by the "The Club":

- To provide an outdoor soccer field or training area suitable for instructional purposes. Approximate requirements: 1 field per 30 campers.

2.1 Non Solicitation: "The Club" agrees that it will not solicit the services of any member of the "Challenger Sports" Coaching staff for employment independent of "British Soccer."

The terms and/or conditions of this contract may be amended by Challenger Sports with 30 day written notice.

Camp Week	Week of Choice	Camp Week	Week of Choice	Camp Week	Week of Choice
May 22 - May 26		June 26 – June 30		July 31 – Aug 4	
May 29 – June 2		July 3 – July 7		Aug 7 - Aug 11	
June 5 – June 9		July 10 – July 14		Aug 14 – Aug 18	
June 12 – June 16		July 17 – July 21		Aug 21 – Aug 25	
June 19 – June 23		July 24 – July 28	Week of camp	Aug 28 – Sept 1	

PLEASE PRINT: Name of Authorized officer for sponsoring organization: **Mike Benard**

Address: 102 E. Wesley City: Wheaton St: Illinois Zip: 60187

Daytime tel: 630-668-4710

Eve. ()

630 5104945

email: m benard@wheatonparks.org

Signature of authorized officer of operating organization

Date

3/3/17

Terry Gordon

Date

02/02/2017

Signature of Challenger Sports Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2017

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 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 Risk & Insurance Consultants, Inc 5416 Glenridge Drive Atlanta GA 30342		CONTACT NAME: Paul Broussard PHONE (A/C No. Ext): (404) 459-5975 FAX (A/C No.): (404) 459-5976 E-MAIL ADDRESS: pbroussard@riskinsuranceco.com													
INSURED Challenger Sports Corp 8263 Flint St Lenexa KS 66214		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Scottsdale Insurance Company</td><td>NAIC # 41297</td></tr><tr><td>INSURER B: Nationwide Mutual Insurance Co</td><td>23787</td></tr><tr><td>INSURER C: Technology Insurance Company</td><td>42376</td></tr><tr><td>INSURER D: QBE Ins Corp</td><td>39217</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Scottsdale Insurance Company	NAIC # 41297	INSURER B: Nationwide Mutual Insurance Co	23787	INSURER C: Technology Insurance Company	42376	INSURER D: QBE Ins Corp	39217	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 17 18 rev MASTER

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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	1LKKS0000006678900	1/1/2017	1/1/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 1,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee Benefits Liability</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 1,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits Liability	\$ 1,000,000
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Employee Benefits Liability	\$ 1,000,000																			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		1LKKS0000006679000	1/1/2017	1/1/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Uninsured Motorist</td><td>\$ 1,000,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Uninsured Motorist	\$ 1,000,000				
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PROPERTY DAMAGE (Per accident)	\$																			
Uninsured Motorist	\$ 1,000,000																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 0		1LKKS0000006678900	1/1/2017	1/1/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000										
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C	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 N/A	TWC3601036	1/1/2017	1/1/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
D	Participant Accident		AHH006104	1/1/2017	1/1/2018	<table border="1"><tr><td>Accident / Medical</td><td>\$25,000</td></tr></table>	Accident / Medical	\$25,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Wheaton Park District is additional insured, with regards to General Liability, as per written contract.

Red Stars Soccer Camp
Dates: July 23rd to July 30th 2017

CERTIFICATE HOLDER**CANCELLATION**

mgartland@wheatonparks.org Wheaton Park District 1777 S. Blanchard Road Wheaton, IL 60189	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 Steve Molina/BECKY
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Additional Named Insureds

Other Named Insureds

Camsie Leasing LLC

Challenger Sports Canada

Challenger Sports Corp

Challenger Sports Teamwear LLC

Complete Players Program LLC

DBA Challenger Teamwear

SMG Enterprises, LLC

SoccerPlus Camps, Inc

Tetra Brazil Soccer LLC