

**WHEATON PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

SHORT FORM

- I. It is the intention of the Wheaton Park District hereafter, Wheaton Park District, to create a non-exclusive Independent Contractor relationship with **Chicago Bulls/Chicago White Sox Training Academy**. This agreement shall not be construed as creating an employee/employer 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. Also, it is understood that 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 own 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 business.
 - C. Contractor agrees not to hold him/herself out 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 those employees, if any, employed by Contractor.
- II.
 - A. Services to be performed by Contractor include:
 - Conducting large group trainings outlined by the Park District for baseball and softball. These trainings are to include hitting, fielding, and throwing lessons.

Independent Contractor Agreement – Short Form
Page 2 – Continued

- Baseball will be for the Pinto League and be for approximately 140 kids using 4 instructors.
 - Softball will be for the A/AA Leagues and be for approximately 100 kids using 3 instructors.
- B. Results to be achieved by Contractor include:
- Conducting a successful training based on program description, dates and time advertised.
- C. Days and hours of work to be performed by Contractor include:
- Dates and times are set by WPD Staff
 - Pending Weather: April 9-11 and 16-18 2019 from 5:30-7:30PM each day.
- D. Location(s) of work to be performed by Contractor include(s):
- Locations may vary depending on season.
 - Baseball – Edison Park / Softball – Graf Park Field #3
- E. Contractor's other responsibilities include:
- N/A
- III. Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by this agreement according to Contractor's own independent judgment. Contractor is solely responsible for the direction of Contractor's employees and agents, if any, and for their actions in performing the work/services.
- IV. Contractor acknowledges and agrees that Contractor will devote such times as is necessary to produce the contracted for results.
- V. The duration of this independent contractor agreement will be:
- February 1, 2019 – June 1, 2019
- VI. A. Method of payment:
- Invoice submitted to WPD and then Payment sent to Contractor.
 - Payment will be submitted in two installments. There will be an initial payment (10%) made by February 11, 2019 and the remaining balance (90%) made at the conclusion of the program.
 - Payment is determined based on total number of teams in each league, with each team costing \$97.50


Independent Contractor Agreement – Short Form
Page 3 – Continued

- B. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VII. Contractor acknowledges and agrees that Contractor is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to: N/A
- VIII. The Wheaton Park District agrees to waive its general liability and/or workers' compensation insurance requirements ordinarily required of contractors. Contractor fully understands and agrees that, as noted in Section IA above, Contractor shall not be entitled to any benefits or protection afforded employees of the Wheaton Park District, irrespective as to whether or not Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor. Contractor further understands that, if applicable, the waiver of the workers' compensation insurance requirements does not extend to any workers' compensation insurance that Contractor must maintain under state law, for any of Contractor's employees.
- IX. To the extent permitted by law, Contractor shall indemnify, save, defend and hold harmless the Wheaton Park District, including its officers, officials, agents, volunteers and employees (collectively "Wheaton Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Wheaton 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 any negligent or wrongful act or omission of Contractor (or anyone acting on behalf of Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.
- X. Contractor acknowledges and agrees that Contractor 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. Contractor shall further maintain all applicable licenses, certifications, and/or permits.
- XI. The Wheaton 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. Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Wheaton Park District including the cost of obtaining replacement services.

Independent Contractor Agreement – Short Form
Page 4 – Continued

- XII. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands that Wheaton Park District is relying on such representation in contracting with Contractor for the services.
- XIII. [Optional] 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 Contractor to this agreement who has not submitted to a criminal background check and been cross-referenced with the state of Illinois and federal sexual offender registries.
- XIV. 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 oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.
- XV. Other items:
- N/A


Authorized Signature of Contractor


Print Name

Date 1-28-19


Authorized Signature


Michael J. Benard

Date 2/20/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2019

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).

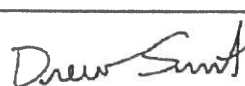
PRODUCER American Specialty Insurance & Risk Services, Inc. dba A S Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		CONTACT NAME: PHONE (A/C, No., Ext): 260-969-5203 FAX (A/C, No): 260-969-4729 E-MAIL ADDRESS:	
INSURED Chicago White Sox, Ltd.; Roelab Athletic Instruction LLC 245 Park Avenue, 34th Floor New York NY 10167		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1001634490 **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	Y	N	SSCGL0002802	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000						
	MED EXP (Any one person) \$ Excluded						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: EVENT						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
	DED RETENTION \$						\$
	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				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
- The Certificate Holder is only an Additional Insured with respect to liability caused by the negligent acts or omissions of the Named Insured, but only with respect to the ROCLAB.

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 
-------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.

