

**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 **Doctor Dogs**. 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:
 - Preparation, Cooking, and serving of menu items
 - Contractor reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of both parties.
 - B. Results to be achieved by Contractor include:
 - Contractor shall work in compliance with county health department rules and regulations with regard to hygienic preparation and service of food.
 - C. Days and hours of work to be performed by Contractor include:
 - May 18, 2019 10A-6P
 - May 19, 2019 10A-6P
 - D. Location(s) of work to be performed by Contractor include(s):
 - Wheaton Park District Seven Gables Park: 1750 S Naperville Rd, Wheaton, IL 60189
 - E. Contractor's other responsibilities include:
 - Provide WPD with a menu of items that will be sold.
 - Provide WPD with a temporary food service permit that is issued by the DuPage County Health Department.

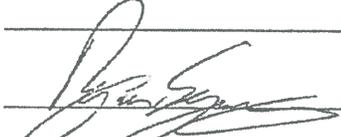
- III. The Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. The contractor acknowledges 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:
May 18, 2019 – May 19, 2019
- V. A. Method of payment:
- Contractor makes 100% of sales during event.
 - No minimum sales total guarantee.
 - No cancellation fees will be charged to the Park District if the event is cancelled due to weather.
- 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: N/A.
- 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.

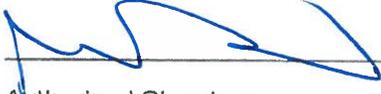
- IX. All insurance coverage provided by the Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.
- X. The Park District, its officers, agents and employees 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. [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 the Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.
- 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.

Independent Contractor Agreement
Page 4 – Continued

XVIII. Other Items: _____



Authorized Signature of Contractor

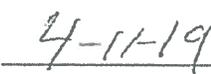


Authorized Signature



Print Name

Michael J. Benard



Date



Date

Please submit a current Certificate of Insurance with the following criteria:

- Wheaton Park District listed as Additionally Insured
- Wheaton Park District listed as Certificate Holder
- General Liability of \$1,000,000/minimum

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AM9234370		COFELO RESTAURANT MGMT INC 253 E IRVING PARK RD ROSELLE, IL 60172	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 3/26/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION EXCLUSIONS:
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY
ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

Cancellation

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

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**Wheaton Wings Spring Classic Soccer Tournament
May 18-19, 2019 -- Food Truck Application**

Company Doctor Dogs Phone 630 9805200
 Contact Holly Callender Email ryan@cofelo.com
 Address 253 E Irving Park Rd City Roselle State IL Zip 60172
 Electrical is not available. Please confirm your truck is self-contained: Yes No

Confirmation that a Certificate of Insurance will be obtained by May 1 2019: Yes No

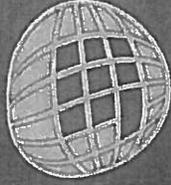
Confirmation that a DuPage County Mobile Food Permit will be obtained by May 1 2019 and valid through the event date of Sunday May 19, 2019: Yes No

MENU ITEMS-- Please list all items you plan on offering the evening of the event including soda and water (alcoholic beverage sales are not allowed):

- | | | | |
|---------|------------------------|--|-------------------|
| Item 1: | <u>HOT Dog</u> | Description: <u>Vienna beef hot dog on paper</u> | Price: <u>4</u> |
| Item 2: | <u>Hot Cheese</u> | Description: <u>pretzel bun</u> | Price: <u>6</u> |
| Item 3: | <u>Italian Sw</u> | Description: <u>Italian sausage on french bread</u> | Price: <u>7</u> |
| Item 4: | <u>Pizza</u> | Description: <u>Pizza crust with sauce, cheese, & sausage</u> | Price: <u>4</u> |
| Item 5: | <u>Cheesy Potatoes</u> | Description: <u>twice baked potato</u> | Price: <u>4</u> |
| Item 6: | <u>pop + water</u> | Description: <u>pepsi, diet pepsi, or pepper, water, sumanust orange crush</u> | Price: <u>\$1</u> |

Permit #

M 0034



DuPage County Health Department
Environmental Health Services
(630) 682-7400

19

Expires
MAY 31
Non-Transferable

MOBILE

Message toolbar with icons for Ignore, Delete, Reply, Forward, Meeting, Move to, Team E-mail, Reply & Delete, To Manager, Done, Create New, Move, OneNote, Actions, Assign Policy, Mark Unread, Categorize, Follow Up, Translate, Select, Find, Related, Zoom, and Editing.

You replied to this message on 5/6/2019 10:50 AM.
If there are problems with how this message is displayed, click here to view it in a web browser.

From: Mary Beth Cleary
To: Donne Siciliano
Cc:
Subject: FW: Wheaton Wings Spring Classic May 18 - May 19, 2019

Sent: Mon 5/6/2019 10:46 AM

DuPage County Health Department
Environmental Health Services
LICENSE/PERMIT
to operate an Annual Category I Food Establishment issued to:

DOCTOR DOGS
253 E IRVING PARK RD
ROSELLE, IL 60172

PERMIT NUMBER: PT0004928 EXPIRATION DATE: 4/30/2020

*This License is to be posted at all times in a location visible to patrons.
The responsibility for maintaining the License rests with the operator. This license is not-transferable.*


Karen J. Ayala
Executive Director

 **DUPAGE COUNTY HEALTH DEPARTMENT**
Everyone. Everywhere. Everyday.

Click on a photo to see social network updates and email messages from this person.