


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 **Game Day USA**. 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:
- Planning and implementation of a baseball tournament Thursday, July 11th 2019 to Sunday, July 14th 2019
 - WPD has the right to cancel any and all games for any reason including weather
 - WPD will maintain fields with grooming at the start of each day and at least 1 grooming of each field during the day on Saturday and Sunday.
- B. Results to be achieved by Contractor include:
- Conducting a successful baseball tournament including the planning and actual implementation
- C. Days and hours of work to be performed by Contractor include:
- Thursday, July 11th 2019 to Sunday, July 14th 2019
- D. Location(s) of work to be performed by Contractor include(s):
- Wheaton Park District Atten Park, 1720 Wiesbrook Rd S, Wheaton, IL 60189
 - Atten Park Ballfields 15,16,17, 18, 19, and 20

PK

Independent Contractor Agreement
Page 2 – Continued

- E. Contractor's other responsibilities include:
- Provide WPD staff with a game schedule prior to the first day of the tournament
 - Contractor to follow WPD field guidelines and lightning policy which are attached
 - Contractor is responsible for conduct of all tournament players, coaches, and spectators
- 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:
July 10th, 2019 to July 15th, 2019
- V. A. Method of payment:
- Park District will provide Contractor with an invoice and Contractor to pay the Park District via check at the conclusion of the tournament based on the final schedule and below rate:
 - \$70/game without lights
 - \$90/game with lights
 - Park District to operate concessions and retain 100% of the concession revenue.
- 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.

PR

Independent Contractor Agreement
Page 4 – Continued

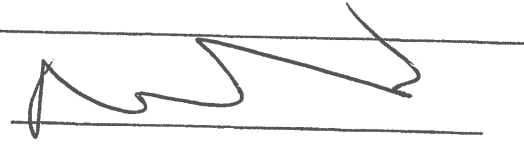
XVII. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless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

XVIII. Other items: _____


Authorized Signature of Contractor

Ryan Rosmonowski
Print Name

1/8/19
Date


Authorized Signature

Michael J. Benard

2/2/19
Date

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

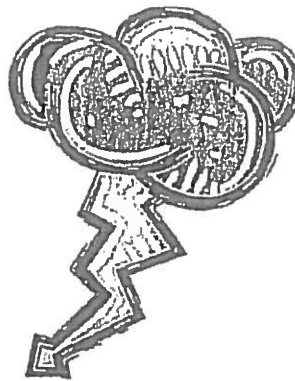
- Wheaton Park District listed as Additionally Insured
- Wheaton Park District listed as Certificate Holder
- General Liability of \$1,000,000/minimum

Wheaton Park District

Storm Policy

In the event of lightning or thunder, all games and practices must be held up until safe conditions are apparent. You must wait 30 minutes after the last sighting of lightning.

Treat thunder like lightning. Thunder is the explosive sound emitted as a result of the electrical discharge of lightning.





Wheaton Park District

Recreation Department Ball Field Use Guidelines & Turface Use Policy

We are all committed to provide high quality, safe-playing surfaces for our multi-use athletic ball fields, but we need the help and consideration of all user groups in protecting the turf/infield from excessive damage due to game and practice activities. The turf/infield is the safety surface for the athletic fields. If any of the following conditions occur scheduled games and practices must be canceled or postponed.

Use Guidelines:

1. Standing water on the field of play.
2. Soil Saturation:
 - a. Walking on turf/infield cause water to surface
 - b. Walking on turf/infield on heels causes indentations
 - c. Steady downpour of rain during on game or practice day, which could cause damage to turf/infield or injury to participants.
 - d. Audible thunder or visible lightning.
 - e. Visibility (darkness)

Turface Guidelines:

The Wheaton Park District provides four (4) bags of Quick Dry Fall Field turface in each ball field's equipment box. The four bags are intended for the use of only the field that they are located on. Please do not remove turface from other fall field equipment boxes.

Turface Policy:

1. No more than four (4) bags of TURFACE should be used on any single playing field.
2. Do not remove turface from other ball field equipment boxes.
3. Turface is only to be used on dirt infields.
4. The turface product is intended for use on that of damp infields in high traffic areas (i.e. bases and mound) and should not be used if the soil saturation covers a majority of the field referring to the Field Use Guidelines.
5. Turface should be spread over damp area in thin layer to help to cover the most square feet.
6. Turface should then be worked into the soil by raking the effected area to help dry and level. Raking/scraping other affected areas of the field without turface also helps the field dry and become playable.
7. Turface is not to be used in dugouts.
8. Coaches are encouraged to fill any holes and low spots of the infield after their games and/or practices. This will allow for better drainage in the event of ran and will prevent low spots from collecting water and becoming over saturated.
9. All used turface bags should be discarded in the nearest garbage can.
10. Please report use of turface to the Recreation Department so field equipment boxes can be replenished.
11. No more than four (4) bags of TURFACE should be needed to make an unplayable field – playable.

All coaches and umpires are responsible for insuring the safety of the field playing conditions at all time during scheduled play. Safety implies protection of the resource, as well as the participant.

pk



ATHLETIC LEAGUE FACILITY UPKEEP GUIDELINES

Please help us maintain a green/clean park district.
We ask that you:

- Clean up the player area before leaving. Place plastic bottles and cans in the site recycling bins.
- Put trash in the cans provided.
- Request spectators do the same.
- Pick up any left items that may have been forgotten. If not from your team, please turn in at the Wheaton Park District Community Center.
- Please utilize reusable water containers for games.
- Just a reminder: At the Community Center we have an extensive recycling program for shoes, batteries, cell phones, keys, and plastic bottles.
- In the Community Center parking lot we have a green/yellow paper recycling bin and two clothing recycling bins where you are welcome to drop off items to recycle.

wheatonparkdistrict.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2018

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 FRANCIS L. DEAN & ASSOCIATES, LLC 1776 S NAPERVILLE RD BLDG B STE 101 P.O. BOX 4200 WHEATON, IL 60189-5886 (800) 745-2409	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 745-2409	FAX (A/C, No): (630) 665-7294
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS Game Day USA, Inc. 1111 S Washington St Naperville, IL 60540	E-MAIL ADDRESS: info@fdean.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : United States Fire Insurance	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC # 21113		

COVERAGES

CERTIFICATE NUMBER: USP272229

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X		SRPGAPML-101-0717	06/14/2018 12:01 AM	06/14/2019 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00	
							EACH OCCURRENCE	\$1,000,000.00	
							FIRE DAMAGE (Any one fire)	\$300,000.00	
							MED EXP (Any one person)	\$0.00	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>								
							EACH OCCURRENCE	\$0.00	
							GENERAL AGGREGATE	\$0.00	
							EACH OCCURENCE	\$	
							GENERAL AGGREGATE	\$	

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

Youth Baseball/Softball

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

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER**CANCELLATION**Wheaton Park District
1777 South Blanchard
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

Francis L. Dean

