

Wheaton Park District INDEPENDENT CONTRACTOR AGREEMENT

- I. It is the intention of the Wheaton Park District (hereafter, Park District), to create a non-exclusive Independent Contractor Relationship with Genoa Pizza (hereafter, Contractor). 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 s/he is not entitled to any benefits or protections afforded employees of the Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that s/he 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 his/her own actions. 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; provided such services do not create a conflict or interest or interfere with the performance of the services contemplated by this agreement.
 - 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 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 Contractor and those employees, if any, employed by him/her.
- II. A. Services to be performed by Contractor include:
Provide food service operations at Graf Park on Friday, May 20, 2016, Saturday, May 21, 2016 and Sunday, May 22, 2016, weather permitting. Charge the prices attached, labeled New Prices 4/8/2015.
- B. Results to be achieved by Contractor include:
Must obtain a temporary food permit.
Must obey and follow all DuPage County Health Department Rules and Regulations.
Provide excellent customer service.
Meet the food needs of the park users at Graf Park.
- C. Days and hours of work to be performed by Contractor include:
Graf Park: Friday, May 20, 5-9 pm, Saturday, May 21, 8 am-8 pm and Sunday, May 22, 8 am-8 pm.

1.3 Equipment; Signage. Concessionaire shall provide, at its own cost, all equipment, serving pieces, utensils, storage containers, point of sale terminals, and all other supplies and equipment necessary for the sale of the Products. The style, size, form, content, materials and location of all signs and advertising used by Concessionaire at the Facility shall be subject to the prior written approval of Levy. Equipment and signage shall be consistent with the theme and concept of the Levy operation and the Facility.

ARTICLE 2: MAINTENANCE AND REPAIR; COMPLIANCE WITH LAWS

Concessionaire shall be solely responsible for the maintenance and repair of all equipment, supplies, vehicles and improvements, if any, in the Concession Locations used by Concessionaire. Concessionaire shall be responsible for compliance with all Federal, state and local safety and health laws and regulations with respect to its operations. Concessionaire shall, at its expense, obtain all permits and licenses required for the conduct of its operations hereunder. Concessionaire agrees to comply, at Concessionaire's own expense, with the provisions of all city, local, state, and federal laws, statutes, codes, ordinances, regulations and other requirements that are applicable to Concessionaire and its employees performance of services under the Agreement. Concessionaire's employees shall at all times while operating a Concession Location at the Facility pursuant to this Agreement comply with all applicable federal, state, and local laws, regulations, ordinances, codes, and policies, including, but not limited to, those of Levy (e.g., proper food handling and alcohol service). Concessionaire shall, at its sole cost and expense, be responsible for complying with all menu labeling requirements applicable to the Concession Locations, including any requirements applicable by federal, state or local law, by Levy policy or by Client policy.

Concessionaire further agrees to adhere to the principles and standards detailed in the Compass Group/Levy Restaurants' Code of Business Conduct, which can be found at: <http://www.compass-group.com/1124.htm>.

ARTICLE 3: CLEANING RESPONSIBILITIES

Concessionaire shall be responsible for maintaining a high standard of service, hygiene, cleanliness and sanitation in each of the Concession Locations and the surrounding areas within a twenty-five (25) foot radius from each Concession Location. Concessionaire shall be responsible for trash and garbage removal to a designated point of central pickup. Levy utilizes Everclean to monitor sanitation and cleanliness within the facility and has the right to inspect all Concession Locations and close down operations they deem unsanitary or in violation of basic food handling requirements. Concession Locations may be closed temporarily until remedied or, in the case of ongoing violations, Concessionaire may be terminated.

ARTICLE 4: INVENTORY

Concessionaire shall be responsible for maintaining sufficient inventory of the Products to meet anticipated demand for the Products. Concessionaire shall be solely

Change *

NEW PRICES

2/2/16

~~4/8/15~~

GENOA ITALIAN CONCESSIONS, INC.
MENU PROPOSAL

- 10" GRILLED ITALIAN SAUSAGE \$ 8
- GRILLED CHICKEN SANDWICH \$ 7
- ITALIAN BEEF \$ 7
- BRATWURST \$ 6
- * • HAMBURGER With chips \$5 cheese BURGER w/chips \$5.00
- DOUBLE CHEESEBURGER \$ 7
- BACON CHEESEBURGER \$ 7
- BUFFALO CHICKEN SANDWICH \$ 7
- * • HOT DOG With chips \$3.50
- CORN DOG \$ 4
- NACHOS & PRETZEL \$ 3
- * • FRIES & CHEESE FRIES & BACON CHEESE FRIES \$ 4 / \$ 6 / \$ 8
- FUNNEL CAKES \$ 5
- CHICKEN PARMEGIANA SANDWICH \$ 7
- EGGPLANT PARMEGIANA SANDWICH \$ 7
- BONELESS RIB SANDWICH \$ 7
- JUMBO BUTTERFLY SHRIMP \$ 7
- HOME MADE CHIPS \$ 6
- MOZZERELLA STICKS & CHICKEN STRIPS \$ 6
- * • LEMONADE \$5 Refills \$3
- VEGGIE SUB \$ 5
- GRILLED CHEESE SAND \$ 5
- BACON CHEESE DOG \$5 w/chips

Genoa Italian Concessions Inc
118 Kirkland circle unit c
Chicago IL 60643
773.649.3699
630.649.3699

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- IX. All insurance coverage provided by Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of 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, 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 hour 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 any negligent or wrongful act 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.
- XIII. 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. 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 Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands that Park District is relying on such representation in contracting with Contractor for the services.
- XVI. 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.

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- D. Location(s) of work to be performed by Contractor include(s):
Graf Park, Just East of 1855 Manchester Rd., Wheaton, IL 60187.
- E. Contractor's other responsibilities include:
Graf Park: Vendor can sell the food items on you're revised 4/8/2015 menu, no drinks, except lemonade. Vendor will get 60 amps of power at Graf Park. The Wheaton Park District will not responsible for any items that are vandalized or stolen if left up overnight. We will not have security overnight.
- III. 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. Contractor acknowledges and agrees that s/he will devote such times as is necessary to produce the contracted for results. 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 Park District is relying on such representation in contracting with Contractor for the Services.
- IV. The duration of this independent contractor agreement will be:
May 20-22, 2016
- V. A. Method of payment: The Contractor will pay the Park District 20% of the gross revenue within 15 days of the end of the event.
- 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.
- VI. 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.
- VII. Contractor acknowledges and agrees that s/he is solely responsible for his/her employees/agents actions in performing the work/services.
- VIII. Contractor agrees to provide and keep 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.

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Authorized Signature of Contractor

Anthony Pizzo
(Print Name)

Date 2/18/16

CENOA ITALIAN
CONCESSION


Authorized Signature of Park District

Michael J. Berni
(Print Name)

Date 4/28/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2016

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 Zeiler Insurance 12159 S. Pulaski Rd. Alsip IL 60803		CONTACT NAME: Douglas Lewellyn PHONE (A/C, No, Ext): (708) 597-5900 FAX (A/C, No): (708) 597-5956 E-MAIL: doug@zeiler.com ADDRESS:	
INSURED Genoas Italian Concession, Inc 118 Kirkland Circle Unit C Oswego IL 60543		INSURER(S) AFFORDING COVERAGE INSURER A: American States Insurance Co NAIC # 19704 INSURER B: Travelers P&C INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1631406986

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			25-CC-196924-9	4/21/2016	4/21/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRODUCTS - COMP/OP AGG \$ 2,000,000				
OTHER:						EPLI \$ 10,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6JUB-2E20910-6-15	6/24/2015	6/24/2016	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Wheaton Wings Soccer Tournament. May 20-22, 2016. Additional insured pertaining to general liability, solely with respects to liability arising out of the named insured's operations, when required by written contract: Wheaton Park District

CERTIFICATE HOLDER**CANCELLATION**

Wheaton Park District 102 E. Wesley St. Wheaton, IL 60187	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 D Lewellyn/DOUGLA

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