

**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 Illinois Soccer Academy. 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:
- Providing fees, dates and times for camps/classes.
 - Provide quality instruction at camps/classes.
 - Provide communication to WPD staff and participants.
 - Contact participants of any cancellations/changes to programs.
- B. Results to be achieved by Contractor include:
- Conducting a successful class based on program description, dates and times advertised.
 - Build relationships with participants to increase registration for future camps/classes.
 - To be evaluated and well received by participants and community.
- C. Days and hours of work to be performed by Contractor include:
- Dates are set seasonally by Contractor and WPD staff.
 - Minimum enrollment must be met.
 - Vary from season to season.
 - Dates and hours are to be sent to WPD staff when requested for brochure purposes.
 - Deadlines are crucial as brochure dates and times are time sensitive.

- D. Location(s) of work to be performed by Contractor include(s):
 - Locations may vary and can include indoor or outdoor settings.
 - Seven Gables Park, 1750 S Naperville Road, Wheaton, IL 60189.
 - Community Center, 1777 S Blanchard Street, Wheaton, IL 60189.
 - Central Athletic Complex, 500 S Naperville Road, Wheaton, IL 60187.
- 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, 2018 – December 31, 2018
- V. A. Method of payment:
 - Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor.
 - Contractor will receive 66% / 34% 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: 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.

XVIII. Other items: _____



Authorized Signature of Contractor

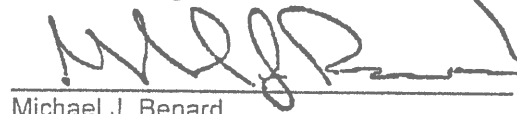
Scott Meinerz

Print Name

8-3-18

Date

Authorized Signature



Michael J. Benard

8-17-18

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2017

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 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 Chappell Insurance Agency 25807A Cox Road Petersburg Virginia 23803	CONTACT NAME: Richard Chappell PHONE (A/C, No, Ext): 800-447-6787 FAX (A/C, No): 804-733-2938 E-MAIL: Debbie@chappellinsurance.com ADDRESS: PRODUCER CUSTOMER ID:	
INSURED Illinois Soccer Academy DBA: Scott Melneko 2731 Shelly Lane Aurora, IL 60504 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nationwide Mutual Insurance Company	NAIC # 23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W01040115

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.

FORM	TYPE OF INSURANCE		APP. USED	SUBMIT YTD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		68RPGG000000555200	08/05/2017 12:01 AM EDT	08/05/2018 12:01 AM	EACH OCCURRENCE	\$1,000,000
								DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$5,000,000
								PRODUCTS - COMP/OP AGG	\$1,000,000
								PROFESSIONAL LIABILITY	\$1,000,000
								LEGAL LIAB TO PARTICIPANTS	\$1,000,000
A	AUTOMOBILE LIABILITY				68RPGG000000555200	08/05/2017 12:01 AM EDT	08/05/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS						BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/> NOT-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION								
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY		N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMERSON EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>						EL. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below							EL. DISEASE - EMPLOYEE	
								EL. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS				68RPGG000000555200	08/05/2017 12:01 AM EDT	08/05/2018 12:01 AM	PRIMARY MEDICAL	
								EXCESS MEDICAL	\$25,000

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

Medical Expense Reimbursement for Participants (Illness) \$1,000 per participant/claim included.

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Type of Camp: Soccer Youth

See Attached Additional Remarks Schedule

CERTIFICATE HOLDER

Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
(Owner/Lessor of Premises)

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

Artt. Purchased

Coverage is only extended to U.S. events and activities.

**** NOTICE TO TEXAS RESIDENTS:** The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2018

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PRODUCER Chappell Insurance Agency 25807A Cox Road Petersburg Virginia 23803	CONTACT NAME: Richard Chappell PHONE (A/C, No, Ext): 800-447-6797 FAX (A/C, No): 804-733-2968 E-MAIL ADDRESS: Debbie@chappellinsurance.com PRODUCER CUSTOMER ID:																					
INSURED Illinois Soccer Academy 635 Charlotte Lane Oswego, IL 60543 A Member of the Sports, Leisure & Entertainment RPG	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Nationwide Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nationwide Mutual Insurance Company	23787	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W01278777

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	ADOL INSD	SUBR 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 <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG0000006430500	08/06/2018 12:01 AM EDT	08/06/2019 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII			6BRPG0000006430500	08/06/2018 12:01 AM EDT	08/06/2019 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	<input type="checkbox"/> MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000006430500	08/06/2018 12:01 AM EDT	08/06/2019 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

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

Medical Expense Reimbursement for Participants (illness) \$1,000 per participant/claim included.

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Note: Coverage is only provided for the camp dates that have been paid for and reported. Please contact our office if you need additional camp dates added to your policy.

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

See Attached Additional Remarks Schedule

CERTIFICATE HOLDER

Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
(Owner/Lessor of Premises)

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

Scott Finkbeiner

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

AGENCY CUSTOMER ID:
LOC #

ACORDTM

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Chappell Insurance Agency 25807A Cox Road Petersburg Virginia 23803		NAMED INSURED Illinois Soccer Academy
POLICY NUMBER 6BRPG0000006430500		
CARRIER Nationwide Mutual Insurance Company	NAIC CODE 23787	EFFECTIVE DATE: 08/06/2018
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.		
FORM NUMBER: 25 FORM TITLE Certificate of Liability Insurance		

Type of Camp: Soccer Youth

Limited Coverage for "Brain Injury" endorsement applies. Brain Injury Limit: \$1,000,000 occurrence/\$1,000,000 aggregate; Brain Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/\$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

Camp Location: Seven Gables Park - Wheaton Park District, Seven Gables Soccer Park, Wheaton, Illinois 60187; Date(s) of Camp: 08/06/2018 to 08/10/2018