

INDEPENDENT CONTRACTOR AGREEMENT

- I. It is the intention of the Play for All Foundation (hereafter, PFAF), to create a nonexclusive Independent Contractor Relationship with Joe Gagnepain
(Contractor's Name)
(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 PFAF or bound by any obligations of employees of the PFAF. Contractor understands and fully agrees that s/he will not be covered under provisions of the unemployment compensation insurance of the PFAF or the workers' compensation insurance of the PFAF and that any injury or property damage on the job will be Contractor's sole responsibility and not the PFAF'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 PFAF and therefore, Contractor will be solely responsible for his/her own actions. The PFAF 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 PFAF 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:
To produce design and fabrication for 4 interactive sculpture pieces appropriate for use by children.
- B. Results to be achieved by Contractor include:
Design, construction and installation of art pieces as described in the Request for Proposal: Art Along the Way Sculpture Area Sensory Playground Project.
- C. Days and hours of work to be performed by Contractor include:
The Collection will be completed by as follows:
Initial Sculpture installed by April 1, 2016
Second Sculpture installed by May 1, 2016
Third Sculpture installed by June 1, 2016
Fourth Sculpture installed by July 1, 2016
- D. Location of work to be performed by Contractor is:
Play for All playground at Danada South Park – 2650 Navistar Circle, Lisle, Illinois
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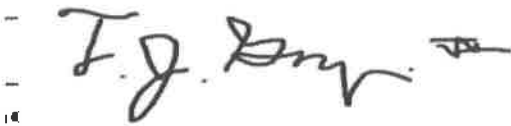
- III. Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. Contractor acknowledges and agrees 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 PFAF is relying on such representation in contracting with Contractor for the Services.
- IV. The duration of this independent contractor agreement will be: _____
September 1, 2015 – July 31, 2016
- V. A. Method of payment: A stipend of \$2,500 will be paid upon completion of designs for 4 interactive sculptures. Following review of the designs and upon approval of the contractor to proceed by PFAF 50% of the cost to fabricate the sculptures (not to exceed \$50,000) will be paid to the contractor with the remainder upon completion and installation on site of each sculpture.
- B. The PFAF will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. Contractor will provide to the PFAF a Social Security Number or Federal Employer Identification Number for any individual receiving payment on a W-9.
- 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, unless otherwise agreed to: _____

- 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 PFAF in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the PFAF no later than seven (7) days prior to the commencement date of this agreement.
- IX. All insurance coverage provided by Contractor shall be primary coverage as to the PFAF. Any insurance or self-insurance maintained by the PFAF shall be excess of Contractor's insurance and shall not contribute with it.
- X. The PFAF, 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 PFAF. Such cancellation shall be grounds for the PFAF to immediately cancel this Agreement.
- XII. To the extent permitted by law, Contractor shall indemnify, save, defend and hold harmless the PFAF, including its officers, officials, agents, volunteers and employees (collectively "PFAF") 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 PFAF 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, PFAF or any other governmental unit or regulatory body or court.
- XIV. The PFAF may terminate this contractual agreement in the event of contract breach. Contractor shall have financial responsibility to the PFAF for reasonable costs incurred by the PFAF 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 PFAF is relying on such representation in contracting with Contractor for the services.
- XVI. 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 without cross-referencing that person with the state of Illinois and federal sexual 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 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.


XVIII. Other items: _____



Authorized Signature of Contractor

F Joseph Gagnepain IV
(Print Name)

Date Nov 17, 2015



Authorized Signature of PFAF

Date

11/19/15