

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made by and between the Wheaton Park District, an Illinois park district, 102 E. Wesley St., Wheaton, IL (the "Park District") and Joel Sheesley, [ADDRESS] ("Contractor"), collectively referred to as the "Parties" or individually as "Party."

RECITALS:

Whereas, the Park District desires to engage the services of Contractor pursuant to the terms and conditions of this Agreement; and

Whereas, Contractor desires to perform services for the Park District as an independent contractor pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the Park District and Contractor agree as follows:

I. A. Services to be performed by Contractor include:

To produce 60 or more landscape paintings which subject matter is Lincoln Marsh, a facility owned by the Park District and located in Wheaton, Illinois. The paintings are to be displayed in a communitywide exhibition in 2015 as mutually determined between the Contractor and the Park District.

B. Results to be achieved by the Contractor include:

Paint at least 60 landscape ~~portraits~~ (the "Collection") that are one-of-a-kind.

Paintings are to include all four seasons of the subject matter Lincoln Marsh.

Paintings will be done with ~~acrylic~~ oil ^{yes (4/10/15)} medium and painted on canvases. The Collection will be displayed in a communitywide exhibition at a variety of sites to be mutually agreed upon between the Contractor and the Park District. A catalogue will also be produced with images of the paintings in progress as well as completed. The catalogue and Collection will be made available to the public for purchase with 50% of the proceeds being donated to Partners of Lincoln Marsh and 50% being paid to the Contractor. A

(JCS)
4/10/15

Paintings sold prior to Apr. 122, 2015 not subject to 50/50 split.

final list of the Collection and their prices are described in Exhibit A. Contractor and the

Park District will also collectively work with Wheaton College for an exclusive one-night

event at the Billy Graham Museum that includes the entire Collection. All pieces in the

Collection that are sold are to be delivered to public/private purchasers at the

conclusion of the exhibition by the Contractor.

Contractor receives 50 catalogs

(JCS)
4/10/15

for personal use at no cost.

C. Days and hours of work to be performed by Contractor include:

The Collection will be completed by April 1, 2015 and provided to the Park District for

or about (JCS 4/10/15)

installation on April 23, 2015. The Collection will be returned to the Contractor by July 1,

2015. All sold pieces in the Collection will be disseminated to public/private purchasers

by the Contractor within 30-days after the completion of the exhibition. Exhibition will

be open to the public beginning on April 29, 2015 and conclude June 22, 2015.

D. Location(s) of work to be performed by Contractor include(s):

The painting of the Collection is to be completed at Lincoln Marsh or at a location that is

at the discretion of the Contractor. The Collection will be exhibited in the community at

locations to be determined and mutually agreed upon between the Contractor and the

Park District. A detail of the host site locations for the exhibition are to be added as

Exhibit B to this Agreement.

E. Contractor's other responsibilities include:

Work with students and faculty from Wheaton College to collaborate on the exhibition

of the Collection at Wheaton College.

Engage with the public to generate interest in the exhibition.

Assist with and collaborate with the Park District for the marketing and sales of the

Collection and Catalog.

Provide a mailing list to the Park District for the exhibition preview event on April 22, 2015.

Communicate with the Park District regarding any sales of Collection pieces.

Provide digital images for marketing pieces.

Provide typed and printed description placards to be installed with the exhibition pieces.

Hereinafter, collectively, Contractor's services as specified in this Section I of the Agreement shall be referred to as the "Services."

II. The duration of this Agreement will be: _

April 1, 2015 – December 31, 2015

III. A. Method of payment: 50% of all Collection and Catalog Sales will be paid to the

Contractor in the form of a check one month after the conclusion of the communitywide

exhibition. Sales which occur after the exhibition will be paid to the Contractor

quarterly. The Park District will pay the Contractor \$350 and Partners of Lincoln

Marsh will pay \$500 for the printing of the Catalog upon the execution of this

Agreement.

- 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 on a W-9.

IV. The relationship between the Contractor and the Park District is that of an independent 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.
- E. Contractor shall at all times have sole control over the manner, means and methods of performing the Services required by the Agreement 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.
- V. Contractor acknowledges and agrees that s/he is responsible for all expenses, including the provision of equipment and materials related to provision of the Services, unless otherwise agreed.
- VI. Contractor acknowledges and agrees that s/he is solely responsible for his/her employees/agents actions in performing the Services.
- VII. A. 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.

B. 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.

C. 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.

D. 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.

VIII. 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. Contractor shall similarly indemnify, save, defend and hold harmless the Park District against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

IX. Contractor acknowledges and agrees that s/he will comply with all applicable laws, ordinances, rules and regulations promulgated by the Park District and by any federal, state, county, municipality, or any other governmental unit or regulatory body or court.

X. A. The Park District may terminate this Agreement immediately in the event of: 1. Contractor's breach or default of this Agreement; 2. Contractor's violation of any federal or state laws, or local regulations or ordinances; or 3. immediately for purposes deemed necessary for public safety or preservation of property. In the event of termination due to Contractor's breach, default or violation of any law as provided herein, Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District due to said termination, including the cost of obtaining replacement Services.

B. The Park District may terminate this Agreement upon seven (7) days prior written notice for convenience.

C. At the termination of this Agreement for any reason, payment to Contractor of any sums earned to the date of such termination, shall be in full satisfaction of any and all claims by Contractor against the Park District under this Agreement, and acceptance of sums paid by Contractor shall constitute a waiver of any and all claims that may be asserted by Contractor against the Park District.

- XI. 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.
- XII. 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.
- XIII. Contractor warrants that the Collection, and any parts thereof, will not infringe on any copyrights, trademark rights, patent rights, trade secrets, or other rights of any third party. Contractor agrees to indemnify, defend and hold the Park District, its officials, officers, employees, volunteers and agents harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Park District in connection with any such infringement or other claim by any third party.
- XIV. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of the Contractor's employees, Contractor's agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.
- XV. This Agreement 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 Agreement shall be effective unless made in writing, signed by both Parties and dated after the date hereof.
- XVI. Contractor hereby understands and agrees that: A. the Park District has hired Contractor because of his personal skill and expertise to perform the Services; and B. as a result, this Agreement is non-assignable by Contractor.
- XVII. This Agreement is governed by the laws of the State of Illinois. Any suit between the Parties arising under this Agreement shall be brought in the Circuit Court of DuPage County, Illinois.
- XVIII. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

XIX. The waiver by the Park District of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The acceptance of any payment by the Park District shall not be deemed to constitute a waiver of any prior occurring breach or default by Contractor of any provision of this Agreement regardless of the knowledge of the Park District of such breach or default at the time of its acceptance of such payment.

XX. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision served or as modified by such court.

XXI. Special Conditions : NA

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers this 30 day of April, 2015.

Joel C. Sheesley
Authorized Signature of Contractor

Joel C. Sheesley
(Print Name)

Date 4/30/15

[Signature]
Authorized Signature of Park District

Michael J. Beard
Executive Director

Date 3/30/15

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