

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 **Julie Hardwick**. This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.
- A. Contractor acknowledges and agrees that Contractor is not entitled to any benefits or protections afforded employees of the Wheaton Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that Contractor 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. In addition, 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 Contractor's actions, and that of Contractor's employees and agents, if any. 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 businesses.
- C. Contractor agrees not to identify and act as an employee or joint employee of the Park District to members of the public.
- D. Contractor acknowledges and agrees that Contractor 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 agents employed by Contractor, If any.
- II. The Contractor shall provide specific services as required by the Park District.
- A. Services to be performed by Contractor include:
- Conducting classes submitted for program guides in accordance with production schedule.
 - Learn how to boost your energy, experience more joy, reduce stress and sleep better.
 - Learn about selecting clean products and avoiding environmental toxins.
- B. Results to be achieved by Contractor include:
- Conducting a successful class based on program description, dates and times advertised.
- C. Days and hours of work to be performed by Contractor include:
- Classes based on submission by contractor and enrollment.
- D. Location(s) of work to be performed by Contractor include(s):

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- Wheaton Park District Community Center, 1777 S Blanchard Street, Wheaton, IL 60187
- E. Contractor's other responsibilities include:
- Provide the Park District staff with an Invoice prior to last day of class in order to be paid in a timely manner.
 - Provide the Park District 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 their own independent judgment, and is solely responsible for the direction of their employees and agents. The contractor acknowledges and agrees that they 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:
- A. January 1, 2026 - December 31, 2026
- V. A. Method of payment:
- Invoice submitted to Wheaton Park District and then Purchase Order (Check) sent to Contractor.
 - Contractor will receive _____66%____ 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-NEC. 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 they are responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to.
- VII. The Contractor acknowledges and agrees that Contractor is solely responsible for the actions of employees or agents hired by the Contractor 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 they remain 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 they 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. Contractors, in providing any aid, benefit, or service, will not, directly or through contractual, licensing, or other arrangements, discriminate on the basis of disability.

A. Discrimination includes but is not limited to:

- Refusing to conduct an assessment when a visitor with a disability makes a request for a reasonable modification;
- Denying a request for a reasonable modification unless the request creates an undue burden; and

- Charging a higher fee for participation by a visitor with a disability than the fee charged to a visitor without a disability for the same service.

B. The Contractor agrees:

- It will welcome visitors with disabilities.
- It will make services, programs, and equipment available to participants with disabilities who meet eligibility requirements.
- It will, when a visitor asks for a reasonable modification, evaluate the request and, unless fulfilling the request is an undue burden, fulfill the request.
- It will keep a single record containing all requests for reasonable modification, including date and time, activity, details about the person making the request, the disposition of the request, and any cost incurred to fulfill the request.
- It will provide that record to the Park District upon request, or within two weeks of the end of every quarter of the year.

C. The Park District agrees:

- It will ensure that parking, restrooms, and accessible routes to the Contractor's place of business in the facility are accessible and maintained by the Park District to remain accessible.
- It will be available to assist Contractor in evaluating requests for reasonable modification.

- XV. 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.
- XVI. 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.
- XVII. Force Majeure - In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and

Email: _____ Cell Phone: _____

Independent Contractor: _____ Phone: _____

**WHEATON PARK DISTRICT
STATEMENT ON CRIMINAL BACKGROUND CHECKS
WAIVER AND RELEASE OF ALL CLAIMS FORM**

Please read this form carefully and be informed that, by agreeing to allow the Wheaton Park District to investigate your background with the Illinois Department of State Police, you will be waiving and releasing all claims for damages that you might sustain as a result of the criminal background check and review.

The *Illinois Uniform Conviction Act*, (20 ILCS 2635/1 *et. seq.*) authorizes employers to obtain conviction information collected and maintained by the Illinois Department of State Police, subject to certain restrictions. Per the *Illinois Park District Code*, each prospective Independent Contractor will be asked to execute a release authorizing the Wheaton Park District to conduct a criminal background investigation. (70 ILCS 1205/8-23). The Park District will provide the prospective Independent Contractor with a copy of the response from the Illinois Department of State Police. If the information received from the Illinois Department of State Police is incomplete or contains inaccuracies, the prospective Independent Contractor must notify the Wheaton Park District within seven days of his/her receipt of the response. If the Independent Contractor wants to challenge any information in the response, he/she must contact the Illinois Department of State Police. Please note that by law, the Park District is prohibited from knowingly employing an individual who has been convicted of committing certain offenses as set forth in Section 8-23(a) of the *Illinois Park District Code*.

Subject to the restrictions of the *Illinois Uniform Conviction Act*, the Wheaton Park District also reserves the right to conduct periodic criminal background checks of all Independent Contractor associated with the Park District.

I hereby authorize the Wheaton Park District to request, and I consent to the release of personal conviction information collected and maintained by the Illinois Department of State Police. I further authorize the Wheaton Park District, and/or its agent, to request such information now, or at any time during my employment with the Wheaton Park District.

I understand that I will be provided a copy of the response issued by the Illinois Department of State Police, and that if the information shown in the response is inaccurate or incomplete, I must notify the Wheaton Park District within seven (7) days of the receipt of the response. I further understand that if I wish to challenge the information in the response, I must contact the Illinois Department of State Police.

In consideration of the Wheaton Park District accepting my application and/or considering an Independent Contractor, I hereby agree to waive and relinquish all claims, suits or proceedings which I or any person asserting a claim on my behalf may have against the Wheaton Park District and its officers, agents, servants, and employees, in any way related to the criminal background check.

I have read and fully understand this Waiver and Release of All Claims.



SIGNATURE

Jeff Hardwick

12/6/25

Date

Please print the following information CLEARLY.

NOTE: Your Social Security Number is not required at this time, however, you agree to provide your SSN if the Wheaton Park District finds it necessary to complete your background check.

Last Name	First Name	Middle Name		
Hardwick	Julie	Elizabeth		
Street Address	City	State	Zip	
1490 S. County Farm Rd	Wheaton	IL	60189	
Date of Birth	Gender ⁽¹⁾	Race ⁽¹⁾	Driver's License Number	DL State
06/07/1963	F	W	H632-4256-3762	IL

⁽¹⁾ The standard code values for gender codes include "M" for Male, "F" for Female, or "U" for Unknown. The standard code values for race codes include "W" for White (includes Mexicans and Latins), "B" for Black, "A" for Asian/Pacific Islander, "I" for Indian/Alaskan Native, or "U" for Unknown.

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the period for the performance for such act shall be extended for a period equivalent to the period of such delay.

- XVIII. 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.
- XIX. 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.
- XX. Other items: _____



Authorized Signature of Contractor

Julie Hardwick

Print Name

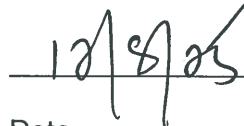
12/8/25

Date



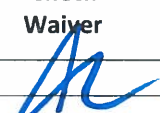
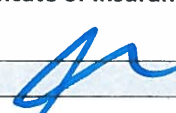
Authorized Signature

Michael J. Benard



Date

For Office Use Only:

Background Check Waiver	Independent Contractor Agreement	Certificate of Insurance
		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2026

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: CPH Insurance 711 S. Dearborn St. Suite 205 Chicago, IL 60605	CONTACT NAME: C. Philip Hodson	
	PHONE (A/C, No, Ext): 312-987-9823	FAX (A/C, No, Ext): 312-987-0902
INSURED: Julie Hardwick 1490 S. County Farm Rd Wheaton, IL 60189	E-MAIL ADDRESS: wellfit@cphins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Medical Protective	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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 LTD	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		Certificate Number W23069	03/25/2026	03/25/2027	EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	☐ CLAIMS MADE ☒ OCCUR						MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
☒ POLICY	☐ PROJECT	☐ LOC						
	AUTOMOBILE LIABILITY:						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED ☐ SCHEDULED						PROPERTY DAMAGE(Per accident)	\$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							
	RETENTIONS \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDER?						E.L. EACH ACCIDENT	\$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability	X		Certificate Number W23069	03/25/2026	03/25/2027	\$1,000,000 \$6,000,000	Each CLAIM Aggregate for all CLAIMS

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

CERTIFICATE HOLDER

CANCELLATION

Wheaton Park District 1777 S. Blanchard St. 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 C. Philip Hodson