

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") dated November 10th,, 2022 (the "Effective Date") is made between The Wheaton Park District (the "Company"), and Madysen Simanonis (the "Freelancer"), for the purpose of setting forth the exclusive terms and conditions by which Company desires to acquire Freelancer's services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Services. Company retains Freelancer, and Freelancer agrees to perform for Company, certain services set forth in Exhibit A to this Agreement (the "Services").

2. Consideration / Compensation:

(a) In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to Company (as determined by the Company), Company shall provide Freelancer, as full and complete compensation the sum of \$500 to be paid at the completion of the Services.

(b) Freelancer is not entitled to receive any other compensation or any benefits from Company. Except as otherwise required by law, Company shall not withhold any sums or payments made to Freelancer for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely Freelancer's responsibility. Freelancer further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

3. Nondisclosure:

(a) Freelancer understands that, in connection with its engagement with Company, it may receive, produce, or otherwise be exposed to Company's trade secrets, business, proprietary and/or technical information, including, without limitation, information concerning customer lists, customer support strategies, employees, research and development, financial information (including sales, costs, profits, and pricing methods), manufacturing, marketing, proprietary software, hardware, firmware, and related documentation, inventions (whether patentable or not), know-how, show-how, and other information considered to be confidential by Company, and all derivatives, improvements and enhancements to any of the above (including those derivatives, improvements and enhancements that were created or developed by Freelancer under this Agreement), in addition to all information Company receives from others under an obligation of confidentiality (individually and collectively "Confidential Information").

(b) Freelancer acknowledges that the Confidential Information is the Company's sole, exclusive and extremely valuable property. Accordingly, Freelancer agrees to segregate all Confidential Information from information of other companies and agrees not to reproduce any Confidential Information without Company's prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, except to Company employees and Freelancer Employees who need to know such Confidential Information in order to perform the Services. Freelancer shall require such Freelancer Employees to execute a non-disclosure agreement satisfactory to the Company before such Freelancer Employee is exposed to any Confidential Information. Upon termination or expiration of this Agreement for any reason, Freelancer agrees to cease using and to return to Company all whole and partial copies and derivatives of the Confidential Information, whether in Freelancer's possession or under Freelancer's direct or indirect control, including any computer access nodes and/or codes, and to arrange for the return of such materials by all Freelancer Employees.

(c) Freelancer shall not disclose or otherwise make available to Company in any manner any confidential and proprietary information received by Freelancer from third parties. Freelancer warrants that its performance of all the terms of this Agreement does not and will not breach any agreement entered into by Freelancer with any other party.

4. Indemnification / Release:

(a) Freelancer agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or

expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Freelancer or any Freelancer Employee in the performance or failure to fulfill any Services or obligations under this Agreement.

5. Insurance and Other Requirements:

(a) Freelancer warrants that it will obtain and keep in full force and effect at all times hereunder workers' compensation, general liability and errors and omissions or professional liability insurance covering all of its Services. Company shall be listed as an additional named insured and/or as an additional loss-payee under such policies.

(b) Freelancer shall provide to the Company copies of all policies required to be maintained, and a Certificate of Insurance indicating said coverage shall be provided to Company upon request.

(c) Freelancer also warrants and represents that it has properly classified all of its workers, has and will maintain all required licenses and certifications.

6. Termination:

This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon 14 business days written notice.

7. Independent Contractor:

(a) Company and Freelancer expressly agree and understand that Freelancer is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Freelancer acknowledges that Freelancer and Freelancer's Employees are not eligible for any Company benefits, including, but not limited to, health insurance, retirement plans or stock option plans. Freelancer is not the agent of Company and is not authorized and shall not have the power or authority to bind Company or incur any liability or obligation, or act on behalf of Company. At no time shall Freelancer represent that it is an agent of the Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Company.

(b) Freelancer is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed.

Freelancer shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

8. General:

(a) This Agreement does not create an obligation on the Company to continue to retain Freelancer beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

(b) Freelancer hereby agrees that any breach of Section 3 by Freelancer will cause irreparable harm to Company and that in the event of such breach or threatened breach, Company shall have, in addition to any and all remedies of law and those remedies stated in this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of Freelancer's obligations hereunder.

(c) Freelancer hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

(d) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.

(e) All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

FREELANCER:

COMPANY

Madysen Simanonis

Signature

Name:



Title:

Executive Director

EXHIBIT A

INDEPENDENT CONSULTANT AGREEMENT SCOPE OF SERVICES

Company hereby retains Freelancer, and Freelancer hereby agrees to perform for Company, certain services, including, but not limited to the following: Provide two characters (Ice Queen and Ice Princess) to perform two songs at the Ice-A-Palooza event on February 4th, 2023 from 11:00am to 1:00pm. The performers will also meet and greet guests when not performing or on their one 15-minute break during the event.

Email: contactmagicalmoments@gmail.com

Cell Phone: (630)432-3027

Independent Contractor: Madysen Simanonis

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.

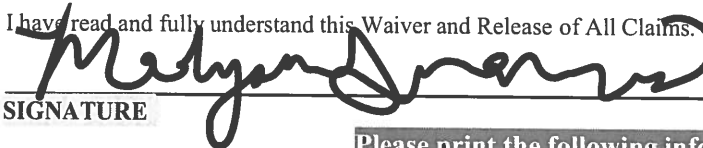
I hereby authorize the Wheaton Park District to request, and I consent to the release of personal conviction information collected and maintained by the Illinois Department of State Police. I further authorize the Wheaton Park District, and/or its agent, to request such information now, or at any time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

SIGN HERE


SIGNATURE

12/01/2022

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	Street Address	City	State	Zip	Date of Birth	Gender ⁽¹⁾	Race ⁽¹⁾	Driver's License Number	DL State
Simanonis	Madysen	Frances	27W199 Waterford Drive	Winfield	IL	60190	01/04/2000	F	W	S555-5460-0604	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.

