

**WHEATON PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

- I. It is the intention of the **Wheaton Park District** ("the Park District") to create a non-exclusive Independent Contractor Relationship with **Mobile Axe Throwing LLC** ("the Contractor"). 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 either it, nor any of its employees or agents, are entitled to any benefits or protections afforded to employees of the Park District, nor are bound by any obligations of employees of the Park District. The Contractor further understands and fully acknowledges that neither it, nor any of its employees or agents, will be covered under the provisions of or entitled to the protections of the liability insurance, unemployment compensation insurance, or the worker's compensation insurance of the Park District, and that any injury or property damage arising out of or resulting from the Contractor's activities and services, will be the Contractor's sole responsibility and not the Park District's. The Park District will in no way defend or indemnify the Contractor or any of its employees or agents 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 it 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 the Contractor.
- II. A. Services to be performed by the Contractor include:
- Provide all necessary equipment, set-up, supervision, oversight and instruction for an "Axe Throwing League" program or 1 Day introductory event(s) ("Axe Throwing Demo Day") for that activity. The Contractor will be solely responsible for the manner, means and methods for conducting the program and related activities.
 - Provide quality feedback and instruction for Axe Throwing League participants, including but not limited to how to safely participate in the activity as a participant or a spectator.
 - Determine an appropriate location on the Park District's property to conduct the program or activity, with the safety of participants, spectators, the general public and Park District staff being of paramount importance.
 - Provide communication to Park District Staff and program participants throughout all aspects of the program or activity.
 - Provide proper invoices for all programs listed.
 - Provide Mobile Axe Throwing trailer for league and 1 day event(s) along with at least one certified trainer.
- B. Days and hours of work to be performed by the Contractor include:
- Dates and times as agreed to with Park District staff.

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- C. Location(s) of work to be performed by the Contractor include(s):
 - Arrowhead Golf Club, 26W151 Butterfields Rd, Wheaton IL 60189
 - Community Center, 1777 S Blanchard Street, Wheaton IL 60189.
- D. The Contractor's other responsibilities include:
 - Provide the Park District staff with an Invoice prior to the last day of the program, or within 30 days of the services being completed in order to be paid in a timely manner.
- 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 its own independent judgment, and is solely responsible for the direction of its employees and agents. The Contractor acknowledges and agrees that it will devote such time and efforts as are necessary to produce the contracted for results in a manner that is satisfactory to the Park District. 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:
August 2019 – July 2020
- V. A. Method of payment:
 - Invoice submitted to the Park District and then Purchase Order (Check) sent to the Contractor.
 - Monday-Thursday \$1,700 for 4 week league (\$107 per person).
 - Friday-Sunday \$2,100 for 4 week league (\$131.25 per person).
 - Price for 12 people for 4 week league would be \$1,284.
 - 9-11 people would be 3 week league at the per person price.
 - 6-8 people would be 2 week league at the per person price.
 - Axe Throwing Demo Day- Payment of \$500.
 - 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 it is solely responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to in writing by the Park District.
- VII. The Contractor acknowledges and agrees that it is solely responsible for its employees'/agents' actions and omissions 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, and with a \$1 million dollar (\$1,000,000) umbrella liability insurance policy; 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. The failure of the Contractor to provide acceptable certificates of insurance coverage shall be deemed a breach of this agreement but any such failure shall in no way be deemed a waiver by the Park District of any of the required insurance.

- 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 and umbrella coverage and each such policy of insurance 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 fullest 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 "the Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hours claims, causes of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Park District may become obligated to pay 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 or the services provided pursuant thereto.
- XIII. The Contractor acknowledges and agrees that it 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 if the program or activity did not meet the minimum number of participants, in the Park District's sole discretion. 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, in the event of a breach of the contract by the Contractor.
- XV. The Contractor agrees that each employee or agent of the Contractor who will be performing any portion of the services pursuant to this agreement will 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.

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XVI. 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 modifications of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is not-assignable by the Contractor.

XVII. This Agreement is entered into solely for the benefit of the 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/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

XVIII. Other items: _____




Authorized Signature of the Contractor
(Mobile Room Escape, LLC)

Jason Garvett, Owner

(Title, Name and Signature)

9.13.19

Date



Authorized Signature (Wheaton Park District)

Michael J. Benard



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2019

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 Fortress Insurance Services 2894 106th Street Suite 120 Urbandale IA 50322 | | CONTACT NAME: Tanya Schettler PHONE (A/C, No, Ext): (515) 225-1712 FAX (A/C, No): (515) 225-1749 E-MAIL ADDRESS: tanya@thefortress.net | |
| INSURED Mobile Axe Throwing LLC 3840 Howard Ave Western Springs IL 60558 | | INSURER(S) AFFORDING COVERAGE INSURER A: NCCI INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: CL198703984

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 | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Bus Auto Wrap Phys \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| a | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | 48955690 | 09/20/2019 | 09/20/2020 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

Wheaton Park district is added as an additional insured on the listed liability policies for their Mobile room Escape Event and future events for the policy period

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| Wheaton Park District 1777 S blanchard St Wheaton IL | 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 <i>Tanya Schettler</i> |
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