## WHEATON PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- It is the intention of the **Wheaton Park District** to create a non-exclusive Independent Contractor Relationship with <u>Mobile Escape Room</u>. 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 he/she is not entitled to any benefits or protections afforded employees of the park district nor bound by any obligations of employees of the park district. The Contractor understand and fully agrees that s/he will not be covered under provisions of the unemployment compensation insurance of the Park District or the worker's compensation insurance of the Park District and that any injury of property damage on the job will be the Contractor's sole responsibility and not the Park District's. Also, it is understood that the 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, the Contractor will be solely responsible for his/her own actions. The Park District will in no way defend the Contractor 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 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 the contractor and those employees, if any, employed by him/her.
- II. A. Services to be performed by Contractor include:
  - Provide fees for Axe Throwing League or 1 Day Events.
  - Provide quality feedback and instruction for Axe Throwing League.
  - Provide communication to WPD Staff and participations.
  - Provide proper payment invoices for all programs listed.
  - B. Results to be achieved by Contractor include:
    - Provide Mobile Axe Throwing trailer for league and 1 day event along with a certified trainer.
  - C. Days and hours of work to be performed by Contractor include:
    - Dates and times are set by WPD staff.
    - Vary from season to season.
  - D. Location(s) of work to be performed by Contractor include(s):
    - Locations may vary depending on season.
    - Community Center, 1777 S Blanchard Street, Wheaton IL 60189.
  - E. Contractor's other responsibilities include:
    - Provide WPD staff with an Invoice prior to the last day of the program, or within 30 days services being completed in order to be paid in a timely manner.

## Independent Contractor Agreement - Short Page 2 - Continued

- 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 his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. The contractor acknowledges and agrees that s/he 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: August 2019 – July 2020
- V. A. Method of payment:
  - Invoice submitted to WPD and then Purchase Order (Check) sent to 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 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: N/A.
- VII. The Contractor acknowledges and agrees that s/he is solely responsible for his/her employees'/agents' actions 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.

## Independent Contractor Agreement - Short Page 3 - Continued

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 s/he remains 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 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 s/he 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 (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.
- XV. 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.
- XVI. [Optional] 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 of 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.

## Independent Contractor Agreement Page 4 – Continued

- XIII. [Optional] 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 who has not submitted to a criminal background check and been cross-referenced with the state of Illinois and federal sexual offender registries.
- XIV: 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.

XV: Other items:

N/A

Authorized Signature of Contractor	Authorized Signature
Jason Garvett	
Print Name	Michael J. Benard
Date <u>6/20/19</u>	Date 7/11/19



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2019 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). CONTACT NAME: PRODUCER Tanya Schettler Fortress Insurance Services (515) 225-1712 FAX (A/C, No): (515) 225-1749 (A/C, No, Ext): E-MAIL ADDRESS: 2894 106th Street Suite 120 tanya@thefortress.net INSURER(S) AFFORDING COVERAGE NAIC# Urbandale IA 50322 Secura Insurance INSURER A: INSURED INSURER B: 22543 Mobile Axe Throwing, DBA: Mobile Axe Throwing INSURER C : 297 Wheeling Ave INSURER D : INSURER E: Wheeling II. 60090-4950 INSURER F: **COVERAGES** CL1982103528 **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. POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER INSD I WYD COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR 300,000 PREMISES (Ea occurrence) MED EXP (Any one person) Α CP3294030 10/08/2018 10/08/2019 1,000,000 PERSONAL & ADV INJURY GEN'LAGGREGATE LIMIT APPLIES PER 2,000,000 **GENERAL AGGREGATE** JECT POLICY Loc 2,000,000 PRODUCTS - COMP/OP AGG s OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Es accident) 5 1.000 000 ANY AUTO BODILY INJURY (Per person) s SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED В Υ A3295107 10/08/2018 10/08/2019 BODILY INJURY (Per accident) AUTOS ONLY S HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) 5 Bus Auto Wrap Phys 5 UMBRELLA LIAB OCCUR 1,000,000 EACH OCCURRENCE **EXCESS LIAB** CP3294030 10/08/2018 10/08/2019 CLAIMS-MADE AGGREGATE RETENTION \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NIA E.L. EACH ACCIDENT (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Wheaton Park District ACCORDANCE WITH THE POLICY PROVISIONS. 1777 S Blanchard St AUTHORIZED REPRESENTATIVE

Tampa Schetcher

Wheaton

IL 60189



## **Axe Throwing Demo-Wheaton Park District**

Thursday, August 20

**SALES MANAGER:** Amy Ta

PHONE: (773)219-29

\$500

EMAIL: sales@mobileroomescape.co

**EVENT CONTRACT** 

**ACCOUNT:** Mark Dolphin

**CONTACT:** Mark Dolphin

EVENT ADDRESS: 1777 S Blanchard Street, Wheaton

[L 60189.

EMAIL: mdolphin@wheatonparks.org

PHONE: 630-510-5119

EVENT DATE: Thursday, August 8, 2019

**EVENT START TIME: 5:30 PM EVENT THEME:** Axe Throwing

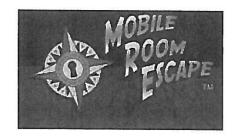
**EVENT DETAILS** 

Subtotal

Qty.	Price	To
1 Axe Throwing Demo-1.5 Hours of League Play	\$500.00	\$500
ESTIMATED BILLING		
	,	To
Mobile Axe Throwing		\$500

\$500 **Grand Total** \$500

Deposit (Due 6/21/2019) Pay Now \$250 **Estimated Amount Due** 



# **Axe Throwing Demo-Wheaton Park District**

Thursday, August 20

#### *TERMS AND CONDITIONS*

## 'ARKING:

Nobile Axe Throwing ("MAT") requires 60 feet of linear space to park and 80 feet of space to maneuver he trailer into place for the duration of the event at a low incline. The MAT Trailer must have 12 ft of vertical clearance.

3 Target Setup: MAT must have a 20 ft wide x 25 ft unobstructed throwing lane from the Right side curb/passenger side) of the trailer.

f space does not allow for this, MAT will utilize only 2 targets for the event. Please see exhibit A for our parking diagram.

## 'ERMITS:

Any city or village permits required are the responsibility of the event host. The host of the event is esponsible for all parking arrangements. Additional fees for parking may be required and are the esponsibility of the client. In the event MAT is not able to park at this location for any reason, the client vill provide an alternate address. MAT reserves the right to change the parking location if they feel it is insafe for its employees, patrons, equipment or other pedestrians. In the event that parking is completed inavailable Mobile Axe Throwing reserves the right to cancel the event and there will be a rebooking \$1 ee for events within 30 miles of our Northbrook address. Over 30 miles may incur more fees. If the clier thooses to rebook their event or change event details after the deposit has been accepted, MRE may tharge the client an additional \$150 rebooking fee for events within 30 miles of their Northbrook address. Over 30 miles may incur more fees.

## **NEATHER:**

The client may request a change of date within 4 hours of the event in the case of torrential rain or snow MAT has the final say if the event is deemed safe or not for participation due to weather. It is understoom that the event may take place under light rain or snow conditions which is of the judgment and choice of MAT. In the event that severe weather takes place during the event MAT reserves the right to delay the

Event. If MAI decides to cancel during the event due to weather the client will receive the amount of time hat was remaining for their event toward another event. There are no refunds for weather-related delay or cancellations.

n the event of rain or snow that would cause a dangerous throwing condition, Mobile Axe Throwing willow you to reschedule your event to another day and time as long as we have notice 4 hours before our rival, and you are within 30 miles of our Northbrook, IL location. Mobile Axe Throwing does have the inal say if we are to cancel an event. Mobile Axe Throwing reserves the right to pause activities. In the event of continuous bad weather Mobile Axe Throwing will rain check your remaining time left to another lay. If you are located 30 miles or more from our Northbrook location 24 hours notice must be made to ain check your event. Mobile Axe Throwing has the final say on all weather-related rain checks. There are no refunds.

## **\GE REQUIREMENTS:**

A legal guardian must be present at the event for any person under age 18 who participate in Axe Throwing. MAT employees reserve the right to turn away any participants from throwing axes.

## **:VENT BOOKING:**

he contract is due within 24 hours and not considered booked until electronically signed, and payment eceived. All balances must be paid 2 weeks before the event, as well as final participant count, and accessibility requirements (e.g. wheelchair access). We are unable to accept payment the day of the event or bill our clients after their event.

## DAY OF EVENT:

MAT events must start at the time listed due to other scheduled events. MAT cannot guarantee we can nold past your scheduled event start time. The holding of the start of your event will incur an additional ee of \$25.00 after the first 15 minutes and an additional \$25 for every 15 minutes after that.

Due to the safety of your guests and our staff, MAT will not allow more participants to participate than a quoted in this contract.

## **?HOTOS:**

hereby grant MAT permission to use my likeness and my group's likeness in a photograph, video, or other digital media in any and all of its publications, including web-based publications, without payment or other reimbursement.

## **NHALLO WEAR:**

Participants must wear closed toe shoes. We encourage participants to dress comfortably in loose shirts/jackets for throwing. Please dress accordingly to weather as the event takes place outdoor.

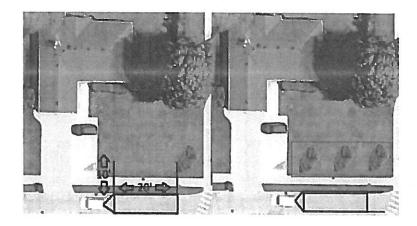
## **ALCOHOL POLICY:**

Mobile Axe Throwing has the right to turn away anyone they feel may be too inebriated to safely participate.

## **Nheaton Park District Promotional Discount**

Wheaton Park District is using this event as a promotional opportunity to make the community aware of the upcoming Axe Throwing League in October. After the first night of League play on October 3rd 50% this event will be refunded (up to two hours) to the Wheaton Park District. If the Wheaton Park District extends the event more than 2 hours, the extra time will be at full price and non refundable.

## Exhibit A



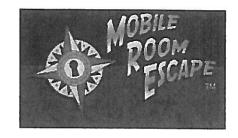
When we have an unobstructed area of 20ft by 10ft from the side of the trailer we utilize our **3 target setup** 

When we have an obstruction in the 20ft by 10ft area such as the trees in this picture we will use o **two-target setup in the rear of the trailer** 

Event is not booked until contract is electronically signed & deposit is received. *Prices and Terms are subjeto change.* 

## **Client Signature**

No signature on file



# **Axe Throwing League-Wheaton Park District**

Thursday, October

**SALES MANAGER:** Amy Ta

**PHONE:** (773)219-29

EMAIL: sales@mobileroomescape.cc

**EVENT CONTRACT** 

**ACCOUNT:** Mark Dolphin

**CONTACT:** Mark Dolphin

**EVENT ADDRESS:** 1777 S Blanchard Street, Wheaton

L 60189

**EMAIL:** mdolphin@wheatonparks.org

**?HONE:** 630-510-5119

**EVENT DATES:** 4 Week Schedule-see below

**EVENT START TIME**: 6:30 PM **EVENT THEME**: Axe Throwing

**SPECIAL INSTRUCTIONS** 

## **.EAGUE DATES:**

Veek 1: Thursday, October 3, 2019 Veek 2: Thursday, October 10, 2019 Veek 3: Thursday, October 17, 2019 Veek 4: Thursday, October 24, 2019

## **EVENT DETAILS**

Qty.		Price	To
1	Axe Throwing Deposit for 4 Weeks League Play-See Terms and Conditions for Final Payment	\$700.00	\$700.

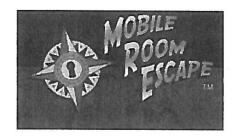
## **ESTIMATED BILLING**

	To
Mobile Axe Throwing	\$700.
Subtotal	\$700.
Grand Total	\$700.

	_
7	

**Estimated Amount Due** 

\$700.



# **Axe Throwing League-Wheaton Park District**

Thursday, October 20

**FERMS AND CONDITIONS** 

Mobile Axe Throwing 4 Week League

weeks of players competing for the highest score. Each player will have 4 rounds of throwing each we each round consists of 10 throws. Weekly scores will range from 0 to a high score of 256.

- Week 1 will consist of proper training and handling of axes, World Axe Throwing Leauge rule explanation, followed by the first week of competition.
- Weeks 2-3 will work on honing skills and bettering each player's individual score. While players are ultimately working toward a top bracket spot they will get a lot of pride in seeing how their score betters from week to week, along with facing different challenges each time they throw.
- Week 4 is bracketed from the high to low score from the following 3 weeks.
- If a player cannot make a week a make-up period will be allowed on the final day of competition.
- 4 Week League
- A Great offering for Park District teens through adults.
- 16 people maximum per league
- Up to 4 weeks long (1 day or night each week) for a month taking up 90 to 120 minutes each week.
- 3 weeks for individuals to compete for the highest score, with the 4th-week winner crowned champion.
- Full instruction and coaching from an Axe Master.
- Championship Axe awarded to the winner and the park district

ark District Pricing

Monday -Thursday- \$1700 or \$107 per person

riday-Sunday- \$2100 or \$131.25 per person

Options if enrollment is less than 16 people\*

- 1. Price may be reduced to 12 people for a full 4 weeks (total \$1284)
- 2. The number of weeks can be reduced on the following schedule:
  - 12-16 people would be 4 weeks at the per person price (\$107)
  - 9- 11 people would be 3 weeks at the per person price (\$107)
  - 6-8 people would be 2 weeks at the per person price. (\$107)

Deposit \$700 nonrefundable to hold 4 dates. The remainder is due two weeks before the first nigh additional players may join after final payment however final schedule will be set at the time of inal payment.

## 'ARKING:

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Due to the safety of your guests and our staff, MAT will not allow more participants to participate than a quoted in this contract.

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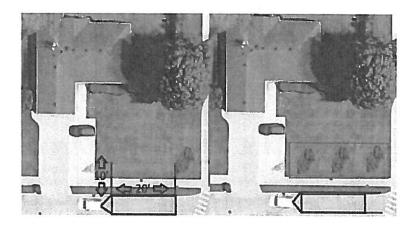
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## :xhibit A



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When we have an obstruction in the 20ft by 10ft area such as the trees in this picture we will use o **two-target setup in the rear of the trailer** 

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