

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 **New Wave Lacrosse**. 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:
- Winter Lacrosse – Pre-season Introductory Camps (5 Total)**
- The cost of field rental will be paid directly by Wheaton Park District
 - Registrations will be taken by WPD. All players need to pre-register. All forms, including Registration and contact information, will be shared with NWL
 - New Wave coaches will volunteer free of cost for 2 of the 5 clinics offered (Mid and End)
- Spring Lacrosse – Recreational Level**
- NWL will pay one coach per team.
 - Coach placement is ultimately NWL's decision, but will work with WPD for correct placement
 - NWL will form designated rosters for each team
 - NWL will schedule all games
 - NWL will schedule all coaches for this program
 - Game and Practice Schedules. This will include game schedules with outside programs, when available.
 - Away games will generally be scheduled within a 20 mile radius.
 - All Parent communication – weather, game reminders, issues, and general questions
 - NWL will provide each team with balls and cones

- Weekly practice plans to ensure coaches are progressing teams during the season
- On-site Coordinator at each practice to monitor practices, answer questions, resolve conflicts
- Revenue share for this program will be 66% for NWL and 34% for WPD.
- New Wave will invoice WPD for 25% of their portion of the revenue share at the start of the program. Remaining 75% will be invoiced once program is completed.
- Rental Gear – NWL will reserve sets of rental gear for WPD participants. Cost is \$65 for the season (plus deposit). NWL will receive and retain all revenue from rental gear proceeds.
- Marketing for this program during the Winter 2018 and Winter 2019 season. This includes email blasts, website placement with registration link directing to WPD website, social media posts.
- **Scheduling and Coordination:** NWL will schedule and coordinate all coaches and officials for the program. NWL will coordinate with team liaisons/coaches with respect to practice times, game times, locations on behalf of the WPD. NWL will schedule and coordinate game schedules and will communicate such through both NWL and WPD. communication channels. **INCLUDED IN PRICING.**
- **Participant Communications.** NWL will establish and implement a communication network with all program participants through its current web site and e-mail blast systems. This will include notifications for changes in practice schedules, practice times, game schedules and overall parent communication needs. **INCLUDED IN PRICING.**
- **Coaches:** NWL will provide coaches for all practices and games. One coach per team will be paid by NWL. Additional coaches will be volunteers. **INCLUDED IN PRICING.**
- **Practice Plans-** NWL will create and provide 'practice plans' for all coaches at all levels. Plans will be age and skill level appropriate and concentrate on a particular skill(s) each week. Plans will be created by experienced high school and college level lacrosse coaches under the guidance of US Lacrosse Youth Coaching guidelines.* All practice plans are deemed proprietary and will remain the sole property of NWL. **INCLUDED IN PRICING.**
- **Equipment Rental Program-** (see RENTAL PROGRAM below)- NWL will purchase, store, and distribute lacrosse equipment (stick, helmet, shoulder pads, arm pads and gloves) per the program described above. The WPD, NWL will host an equipment night at a location to be determined where participants can be sized, complete the necessary paper work and receive equipment for a particular session. Participants will be able to return the equipment, IN ACCEPTABLE CONDITION, at the end of the session.
- **Marketing:** NWL agrees to market these WPD programs through its usual channels which include NWL web site placement and e-mail blast to current members.

Equipment Rental Program

- NWL understands the 'entry level' cost factor of participants involved in the WPD youth lacrosse programs and also understands the importance of attracting 'new' participants to the game. As a result we have developed a program which is both cost effective and easy for both the participants and WPD.
- NWL agrees to purchase, store and distribute complete set of youth lacrosse equipment which will include stick, helmet, gloves, shoulder pads and arm pads. Equipment packages will be offered to all participants at a cost of \$65.00 per session for the winter session (all pieces). Renters will be required to also submit a \$165.00 security deposit which will be fully refundable at the end of the program if all of the equipment is returned in acceptable condition. Equipment not returned or returned in non-acceptable condition will be charged to the participant through their security deposit. Payments and security deposits can be made via cash, check or credit card. NWL will establish an equipment night at a location and time to be determined where participants will be scheduled to be fitted, complete the required

forms, pay for and pick up the equipment. Times/dates will also be established for equipment return at the end of each session. Participants will receive the equipment at the start of each session and will return the equipment at the end of each session. They will also have the option to renew their rental for the 'next' session if desired. **

- **Pricing will be adjusted annually based upon equipment purchase cost factors.

B. Results to be achieved by Contractor include:

- Provide the services as outlined in section II, A of this agreement.
- Receive enough registration to run the class, camp and or clinic.
- Conducting a successful class based on program description, dates and times as promoted.
- Provide skills development to ensure participants understand the rules of lacrosse, positions and technique to play the game of lacrosse.
- Provide league game schedule and access to web site to WPD.
- To be evaluated and well received by participants and community.
- Trainers must provide open and effective communication with their assigned teams and the Wheaton Wolverines Lacrosse Organization.
- Trainers will create training session plans for each training session using the New Wave template.

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

- Dates and times are set by WPD staff.
- Varies by team.

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

- Locations may vary depending on season.
- Central Athletic Complex, 500 S Naperville Road, Wheaton, IL 60187.
- Wheaton North High School, 701 W Thomas Road, Wheaton, IL 60187.
- Wheaton Seven Gables Park, Winners Cup Circle, Wheaton IL 60189.
- Wheaton Graf Park, Manchester Rd, Wheaton, IL 60187.
- Various CUSD 200 locations.

E. Contractor's other responsibilities include:

- None

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:

January 1, 2019 – December 31, 2019

V. A. Method of payment:

In return for the duties and obligations indicated above program revenue will be distributed as follows;

- **NWL:** 66% of all collected fees. 25% of this fee will be invoiced at the start of the program. Balance of 75% will be invoiced once program concludes. Payment will be based on Net 30 terms and will be paid within 30 days of WPD's receipt of invoice.
- **WPD:** 34% of all collected fees
- **NWL:** 100% of all rental gear income
- **WPD:** 100% of game jersey income

Revenue Distribution:

- One (1) week after the start of each program **NWL** will invoice **WPD** 25% of the anticipated revenue to be received by **NWL** for that program. **WPD** agrees to pay that invoice within 30 days of receipt.
- At the end of each session **NWL** will invoice **WPD** for the remaining 75% of the anticipated revenue to be received by **NWL** (with adjustments) for that program. **WPD** agrees to pay that invoice within 30 days of receipt.

Note: **WPD** will be responsible for all billing, registrations and collections and agrees to distribute **NWL** Revenue share as indicated above.

- Spring Lacrosse – Recreational Level
 - o Mini's Lacrosse - \$125
 - o Boys Lacrosse - \$250

- 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.

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 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 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

Independent Contractor Agreement - Short
Page 6 – Continued

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.

XVII. 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.

XVIII. Other items:

WPD agrees that NWL will be the only Independent Contractor who will coordinate and run lacrosse programs on behalf or in conjunction with the WPD during the effective dates of the agreement. Renting fields to other independent lacrosse organizations by WPD is not considered a breach of this agreement.

Minimum Program Numbers:

WPD and NWL will agree, on a program by program basis, a minimum number of participants to consider the program viable prior to the start of any program.

10:1 coaching ratio:

The 10:1 coaching ration is an estimate. The final coaching ratio will be determined on a program by program basis by both WPD and NWL.

Criminal Background checks:


NWL agrees to allow background checks on any or all of its employees involved with any WPD program at the sole expense of WPD.


Authorized Signature of Contractor

Kyle Sullivan
Print Name

1/8/19
Date

Authorized Signature


Michael J. Benard

1/11/19
Date



NEWWA-2

OP ID: CM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2019

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 Connor & Gallagher a Business 750 Warrenville Road, Ste. 400 Lisle, IL 60532 Bob Glonek	630-810-9100	CONTACT NAME: Levi Johnson	
		PHONE (A/C, No, Ext): 630-810-9100	FAX (A/C, No): 630-810-0100
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : U.S. Liability Insurance Co.	
		INSURER B : Mount Vernon Fire Ins. Co.	
		INSURER C : Technology Insurance Company	
		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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	NPP1566201C	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XL2557100B	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	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 <input type="checkbox"/> N/A	TARIL33773-06	03/17/2018	03/17/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Additional Insured on General Liability: Wheaton Park District

CERTIFICATE HOLDER

CANCELLATION

WHEATP2 Wheaton Park District 1777 South Blanchard Street 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
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ACORD 25 (2016/03)

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