

**WHEATON PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

I. It is the intention of the **Wheaton Park District, DBA DuPage County Historical Museum, hereafter, Park District** to create a non-exclusive Independent Contractor Relationship with **Play-Well TEKnologies**. 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 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. See Addendum for list.
- 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):
 - DuPage County Historical Museum, 102 E Wesley Street, Wheaton, IL 60187

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.



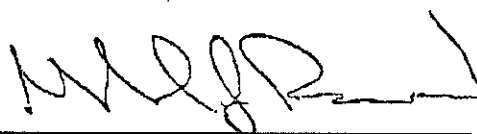
Authorized Signature of Contractor

Katie Haberman

Print Name

11/18/2025

Date



Authorized Signature

Michael J. Benard

1/22/26

Date

For Office Use Only:

Background Check Waiver	Independent Contractor Agreement	Certificate of Insurance
MP 11-25-25	MP 11-18-25	MP 11-18-25



Play-Well TEKnologies Letter Of Agreement 2026 Summer Camps

Program Location

DuPage County Historical Museum

102 E Wesley Street
Wheaton, IL 60187

Site Phone: 630-510-4941



LEGO-inspired
engineering classes
for kids K-8

Play-Well TEKnologies

Letter Of Agreement

2026 Summer Camps

STEM Explorations using LEGO® Materials ID: 115179	Ages: 7 to 12	7/6/26 - 7/10/26 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$145.00[*]	10 / 24
Sports Lab Using LEGO® Materials ID: 115180	Ages: 5 to 7	7/13/26 - 7/17/26 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$145.00[*]	10 / 24
Pro Sports Lab using LEGO® Materials ID: 115181	Ages: 7 to 12	7/13/26 - 7/17/26 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$145.00[*]	10 / 24
Wildlife Wonders using LEGO® Materials ID: 115182	Ages: 5 to 7	7/20/26 - 7/24/26 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$145.00[*]	10 / 24
Machine Mayhem using LEGO® Materials ID: 115183	Ages: 7 to 12	7/20/26 - 7/24/26 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$145.00[*]	10 / 24
STEM Discovery using LEGO® Materials ID: 115184	Ages: 5 to 7	7/27/26 - 7/31/26 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$145.00[*]	10 / 24
Wizarding World of Engineering using LEGO® Materials ID: 115185	Ages: 7 to 12	7/27/26 - 7/31/26 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$145.00[*]	10 / 24
BrickCraft: A Tabletop LEGO® Minecraft Adventure Game ID: 115186	Ages: 5 to 7	8/10/26 - 8/13/26 Multiple 4 Sessions	9:00am - 12:00pm	Play-Well: \$145.00[*]	10 / 24
BrickCraft: A Tabletop LEGO® Minecraft Survival Game ID: 115187	Ages: 7 to 12	8/10/26 - 8/13/26 Multiple 4 Sessions	1:00pm - 4:00pm	Play-Well: \$145.00[*]	10 / 24

[*] Price Per Course Per Participant



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Radical Rides 2.0 using LEGO® Materials

Get anywhere, any way by building fast and furious vehicles of all kinds! Dive into our tens of thousands of LEGO® parts while you learn about the engineering behind vehicle design and creation. We guarantee that our Play-Well instructors will help you get movin' and groovin' through the world.

Adventures in STEM using LEGO® Materials

Let your imagination run wild with tens of thousands of LEGO® parts! Build engineer-designed projects and use special pieces to create your own unique designs! Projects are rotated seasonally to ensure that both new and returning students can explore the endless creative possibilities of the LEGO® building system.

STEM Explorations using LEGO® Materials

Master your engineering skills with Play-Well TEKnologies and tens of thousands of LEGO® parts! Apply real-world concepts in physics, engineering, and architecture through engineer-designed projects. Projects are rotated seasonally to ensure that even returning students get a new experience, so join us to design and build as never before and explore your craziest ideas.

Sports Lab Using LEGO® Materials

Get ready to bring your favorite sports to life, from the basketball court to the sandy beach, in an action-packed LEGO® adventure! Spend the day with our fun and energetic Play-Well instructors as you team up to design awesome stadiums, build cool machines that mimic real sports moves, and create exciting games that you can play solo or with friends. Together, you'll use your creativity and teamwork skills to engineer, build, and compete, making every moment a blast!

Pro Sports Lab using LEGO® Materials

Step into the world of sports engineering with our LEGO®-powered challenge! Guided by our energetic Play-Well instructors, students will collaborate to design and build advanced stadiums, engineer machines that replicate real sports movements, and develop innovative games. Throughout the course, teams will compete in fun, hands-on engineering challenges that test their creativity, problem-solving, and design skills all while building teamwork and engineering confidence one brick at a time!

Wildlife Wonders using LEGO® Materials

Design and build your way through the animal kingdom, from sea to safari, using tens of thousands of LEGO® parts. With the guidance of an experienced Play-Well instructor, you'll recreate diverse habitats while crafting animals in their natural surroundings. Your animal adventure awaits!



Play-Well TEKnologies

Letter Of Agreement

2026 Summer Camps

Invoicing

Play Well will be responsible for invoicing the class

Please Note

1. Play-Well TEKnologies programs do not automatically continue; a new Letter of Agreement must be negotiated for new programs.
2. Programs must be conducted in a clean, indoor area on the first floor or in a room that is handicap accessible.
3. For programs held for multiple days, we prefer to use the same room each day.
4. If programs do not meet minimum enrollment, they may be combined or cancelled at our discretion. Do not automatically cancel a class that is below the minimum. Contact Play-Well first.
5. Students will not be able to keep LEGO materials. All materials used are the property of Play-Well TEKnologies and are not for sale or distribution.
6. Play-Well will provide Liability and Workers Compensation insurance verification if requested.
7. Client will collect all participant fees prior to start of program. Play-Well TEKnologies will invoice client after the program has started.
8. The Play-Well fee does not include any CLIENT markup. Please notify Play-Well Area Manager of total cost of class.
9. The first day of summer programs, we request access to the site approximately 45 minutes before, and 30 minutes every day thereafter for setup. After class, we request 15-30 minutes for cleanup.
10. Play-Well reserves the right to cancel a program if we do not reach the minimum.