

**ROCK 'N' KIDS, INC.**  
**CONTRACTUAL AGREEMENT**

**THIS CONTRACTUAL AGREEMENT** is between (First Party) Rock 'n' Kids, Inc. of 7105 Virginia Rd., Suite 14, Crystal Lake, IL 60014 and (Second Party) Wheaton Park District, 1777 S. Blanchard, Wheaton, IL 60187 . **This agreement covers the period of January 1, 2023 – December 31, 2023.**

*That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the said party of the first part does hereby covenant and agree that it shall:*

- Conduct music and creative movement classes according to the specifications submitted for each seasonal brochure. Class offerings may include Tot Rock, Kid Rock I, Kid Rock II and Kid Rock III.
- Be on time and prepared for each class, having full authority to develop classes aimed at improving rhythm skills, imagination, and coordination through music and movement.
- Supply all necessary equipment, and provide, upon request, an activity plan for each program.
- Provide knowledgeable, competent, skilled instructors who have completed the Rock 'n' Kids training program.
- Reschedule classes canceled due to instructor absence or extreme weather conditions.
- Maintain liability and workmen's compensation insurance policies according to the required limits and furnish copies to the facility.
- Maintain all necessary certificates and licenses required to conduct business in the state of Illinois.
- Conduct Illinois State background checks on all employees, and update every two years. Copies of background check results will be furnished upon request.
- Comply with all provisions of the Americans with Disabilities Act of 1990 and the Illinois Human Rights Act.
- Provide the Second Party as specified above with an invoice for services rendered after the 3<sup>rd</sup> week of classes.
- Upon completion of class, return the work area to its condition prior to conducting class.

*And said party of the second part covenants and agrees that it shall:*

- Furnish a mutually agreed upon area to conduct Rock 'n' Kids' classes and provide a table for supplies.
- Provide a class roster prior to the start of the programs.
- Allow Rock 'n' Kids to bring on the premises any equipment required to conduct class.
- Promote the Rock 'n' Kids' programs as deemed necessary by including program information in the appropriate brochures, on facility web sites, and displaying flyers, etc.
- Accept registrations and collect fees for enrollment in all of the Rock 'n' Kids programs.
- Agree to confirm, with a signature, scheduling information for each session and provide Rock 'n' Kids with a proof of brochure copy before printing.
- Pay to Rock 'n' Kids the contractual fee per student per session, due upon receipt and no later than the start date of the next session, or 30 days from the invoice date if there is not a subsequent session. Prorated fees for late enrollments or students requesting a refund must be approved by Rock 'n' Kids. Rock 'n' Kids reserves the right to delay or cancel classes until the account is reconciled.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. This agreement shall be enforced under the laws of the State of Illinois.

This agreement may be cancelled by either party in the event of default or non-compliance with any of the above terms. Should any part of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

  
Rock 'n' Kids, Inc. Signature

Jamie Puffpaff  
Print Name

Owner  
Title

11/11/22  
Date

  
Authorized Second Party Signature

M. Bernard  
Print Name

Exec Dir  
Title

2/2/2023  
Date

Please sign and return to Rock 'n' Kids, Inc. via email [rockitkids@comcast.net](mailto:rockitkids@comcast.net) or fax 847-961-6596 by **12/31/22**.

## WHEATON PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

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- I. It is the intention of the Wheaton Park District to create a non-exclusive Independent Contractor Relationship with Rock N' Kids Inc. 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:
- Conducting classes submitted for program guides in accordance with production schedule.
- 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):
- Wheaton Park District Community Center, 1777 S Blanchard Street, Wheaton, IL 60187
- E. Contractor's other responsibilities include:
- Provide WPD staff with an invoice prior to last day of class in order to be paid in a timely manner.
  - Provide WPD staff with changes for brochure, fees, location and/or any other matter pertaining to the program.
- 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 time 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- December 31, 2023

V. A. Method of payment:

- Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor.
- Contractor will receive 66% / 34% split of resident rate with Wheaton Park District.

B. The park district will report payments to an individual of \$600 or more to the IRS on Form 1099-NEC. 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.

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 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. Force Majeure - In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period of such delay.

XVII. 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 the Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.

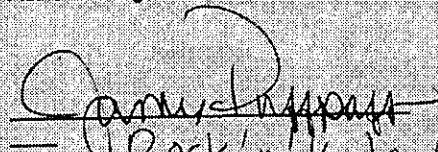
XVIII. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is not-assignable by the Contractor.

XIX. Other items: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature of Contractor

  
Rock'n Kids, Inc.

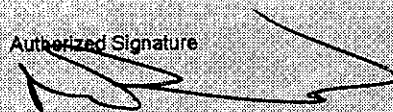
Print Name

Jamie Puffpaff

Date

11/23/22

Authorized Signature



Michael J. Benard

2/2/2003

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2022

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**  
Arthur J. Gallagher Management Services, Inc.  
240 Commerce Dr  
Crystal Lake IL 60014-3549

**CONTACT NAME:** Brittany Snelten

**PHONE**  
(A/C, No, Ext): 815-526-4075

**FAX**  
(A/C, No): 815-459-3363

**E-MAIL ADDRESS:** Brittany.Snelten@ajg.com

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:** West Bend Mutual Insurance Company

15350

**INSURER B:** Technology Insurance Company, Inc

42376

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**  
Rock 'n' Kids Inc  
7105 Virginia Rd., Unit 14  
Crystal Lake IL 60014

## COVERAGES

**CERTIFICATE NUMBER:** 1548251499

**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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	0660103	6/1/2022	6/1/2023	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 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	Y	TWC4106888	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The Park District, its officers, agents and employees are included as Additional Insureds as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to Additional Insureds as respects Workers Compensation policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

Wheaton Park District  
1777 S Blanchard  
Wheaton IL 60187

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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