



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 SPORTSKIDS, INC. This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.
- A. Contractor acknowledges and agrees that s/he 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 s/he 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. Also, it is understood that 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 his/her own actions. 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 business; provided such services do not create a conflict or interest or interfere with the performance of the services contemplated by this agreement.
- C. Contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- D. 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 Contractor and those employees, if any, employed by him/her.
- II. A. Services to be performed by Contractor include:
Providing professional archery instruction for summer camps and classes.
- B. Results to be achieved by Contractor include:
Building positive relationships with parents and their children through the instruction of archery.
- C. Days and hours of work to be performed by Contractor include:
Summer Camps: Tuesday mornings between 10 am - Noon & Wednesdays between the hours of 10 am - 3 pm
Summer Camp: Staff training
- Youth Archery Classes (Summer and Fall):**
Dates: June 9th - July 7th and July 28th - August 25th
Day: Tuesday
Times: 5:30-6:15pm & 6:30-7:30pm
Dates: September 9th - October 7th
Day: Wednesday



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Times: 4:30-5:15 & 5:15-6:15pm

Lincoln Marsh Summer Camps:

Dates: June 24th & July 15th

Day: Wednesday

Times: 1:30-2:30pm

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

Camp Blackhawk: Toohey Park

Camp Illini, Mean Camp Green, Awesome August: Northside Park

Camp No Name: Archery in-house field trip

Youth Archery Classes: Toohey Park

Lincoln Marsh Summer Camps: Northside Park

E. Contractor's other responsibilities include:

- **Provide park district with up to date invoices in a timely manner.**
- **Contractor will provide flags to rope off the archery area at both Toohey Park (front of building by berms) and at Northside Park (sled hill area) to restrict the public from entering the area.**
- **Contractor staff will be clothed in instructor/staff t-shirts that will be provided by the company to distinguish staff from participants.**
- **Contractor staff must conduct themselves with professionalism and integrity.**
- **In the event of a cancelation or rescheduling due to inclement weather and/or other circumstances, SPORTSKIDS, INC will immediately contact Mike Kelly, Adventure Education Supervisor.**
- **Subsequent to speaking with the Adventure Education Supervisor, SPORTSKIDS will contact all brochure program participants to notify if there is a cancellation or rescheduling.**

III. 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. Contractor acknowledges and agrees that s/he will devote such times as is necessary to produce the contracted for results. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the Services in a safe, proper, efficient, thorough, and satisfactory manner and understands that Park District is relying on such representation in contracting with Contractor for the Services.

- **The Wheaton Park District will provide SPORTSKIDS, INC. with one week of notice if the program is to be canceled due to low enrollment, except in unusual circumstances. The Wheaton Park District will send a class roster with contact information at least 3 days prior to the start of the class.**

IV. The duration of this independent contractor agreement will be:

Summer Camp: June 9 – August 12, 2015

Summer Camp Staff Training: TBD

June 9th, 2015 – August 25th, 2015



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- V. A. Method of payment:
Purchase Order (Check to vendor) The contractor agreement of 66% to SPORTSKIDS, INC. and 34% to Wheaton Park District for classes.
Purchase Order (Check to vendor) The contractor agreement of \$6.00 per camper in attendance. WPD staff will keep a weekly log and communicate #of campers attended to SPORTSKIDS, INC.
- B. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VI. 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:
NA
- VII. Contractor acknowledges and agrees that s/he is solely responsible for his/her employees/agents actions in performing the work/services.
- VIII. Contractor agrees to provide and keep 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, Contractor must fully 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, Contractor shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor.
- IX. All insurance coverage provided by Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of 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



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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, 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 hour 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 Contractor (or anyone acting on behalf of Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.
- XIII. 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. 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 Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough, and satisfactory manner and understands that Park District is relying on such representation in contracting with 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 or other person on behalf of Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sexual 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 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.



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XVIII. Other items:

SPORTS KIDS INC.

Ken J. Fontana - PRESIDENT
Authorized Signature of Contractor

[Signature]
Authorized Signature of the Wheaton Park District

Ken J. FONTANA
(Print Name)

Andy Benay for Mike Benard
Mike Benard

Date JUNE 1, 2015

Date JUNE 1, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2015

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 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 Corporate Risk Management 350 E. Ogden Ave. 3rd Floor Westmont IL 60559		CONTACT NAME: Pamela Gonzales PHONE (A/C, No. Ext): (630) 920-0000 FAX (A/C, No): (630) 920-0157 E-MAIL ADDRESS: pgonzales@crm-inc.com	
INSURED SportsKids, Inc. C/o Mr. Ken Fontana 613 S Beverly Ave. Addison IL 60101		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: AMtrust North America, Inc INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15-16 Master

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK512190-004	1/23/2015	1/23/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 2,500				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 3,000,000
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3349674	2/12/2015	2/12/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is listed as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Wheaton Park District
102 E. Wesley Street
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

Rob Wilson/PAGONZA