

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 **Team Illinois Lacrosse**. 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 Wheaton 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:

Spring and Fall Lacrosse – All Levels

- Team Illinois will pay one coach per team.
 - Coach placement is ultimately Team Illinois's decision, but will work with WPD for correct placement
- Team Illinois will form designated rosters for each team
- Team Illinois will schedule all games with IYLA
- Team Illinois 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
- Team Illinois will provide each team with balls, cones, and Jerseys
- Minis will receive only a pinnie Jersey
- Jersey kits are free to first time players. Fee for replacement jersey kits
- Juniors, Minors and Majors will receive full uniform package (Sublimated Jersey, shorts and Shooter Shirt) paid out of **TI** contractual agreement
- 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 65% for Team Illinois and 35% for WPD.
- Team Illinois 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.
- Marketing for this program during the Winter 2026 and Winter 2027 season. This includes email blasts, website placement with registration link directing to WPD website, social media posts.
- **Scheduling and Coordination:** TI will schedule and coordinate all coaches and officials for the program. TI will coordinate with team liaisons/coaches with respect to practice times, game times, locations on behalf of the WPD. TI will schedule and coordinate game schedules and will communicate such through both TI and WPD. communication channels. **INCLUDED IN PRICING.**
- **Participant Communications.** TI 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:** TI will provide coaches for all practices and games. One coach per team will be paid by TI. Additional coaches will be volunteers. **INCLUDED IN PRICING.**
- **Practice Plans-** TI 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 TI. **INCLUDED IN PRICING.**
Marketing: TI agrees to market these WPD programs through its usual channels which include TI web site placement and e-mail blast to current members

B. Results to be achieved by Contractor include:

- Conducting successful lacrosse programming based on program description, dates and times advertised.
- Provide the services as outlined in section II, A of this agreement.
- Receive enough registration to run the class, camp and or clinic.
- 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 Team Illinois template.

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

- Classes based on submission by contractor and enrollment.
- 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.
- Wheaton Park District Community Center, 1777 S Blanchard Street, Wheaton, IL 60187

E. Contractor's other responsibilities include:

- Provide the Park District staff with an Invoice prior to last day of class in order to be paid in a timely manner.
- Provide the Park District 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 their own independent judgment, and is solely responsible for the direction of their employees and agents. The contractor acknowledges and agrees that they 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:

A. January 1, 2026- December 31, 2026

V. A. Method of payment:

- Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor.
- Contractor will receive _____65%____ split of resident rate with Wheaton Park District.

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

- **TI:** 65% 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:** 35% of all collected fees

- **TI:** 100% of game jersey income

Revenue Distribution:

- One (1) week after the start of each program **TI** will invoice **WPD** 25% of the anticipated revenue to be received by **TI** for that program. **WPD** agrees to pay that invoice within 30 days of receipt.

- At the end of each session **TI** will invoice **WPD** for the remaining 75% of the anticipated revenue to be received by **TI** (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 **TI** Revenue share as indicated above.

- 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 they are 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 Contractor is solely responsible for the actions of employees or agents hired by the Contractor 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 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.

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- 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 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.
- It will keep a single record containing all requests for reasonable modification, including date and time, activity, details about the person making the request, the disposition of the request, and any cost incurred to fulfill the request.
- It will provide that record to the Park District upon request, or within two weeks of the end of every quarter of the year.

C. The Park District agrees:

- It will ensure that parking, restrooms, and accessible routes to the Contractor's place of business in the facility are accessible and maintained by the Park District to remain accessible.
 - It will be available to assist Contractor in evaluating requests for reasonable modification.
- XV. 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.
- XVI. 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.
- XVII. 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.
- XVIII. 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.
- XIX. 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.

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XX. Other items: _____

Authorized Signature of Contractor

Authorized Signature

Print Name

Michael J. Benard

Date

Date

For Office Use Only:

Background Check Waiver	Independent Contractor Agreement	Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2027

5/20/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: MEMIC Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C. No): NAIC # 18058 11030
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COVERAGES **CERTIFICATE NUMBER:** 21287343 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	PHPK2741087-000	5/28/2026	5/28/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp Ded Varies ☒ Coll Ded Varies	Y	N	PHPK2741088-000	5/28/2026	5/28/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ XXXXXXXX UM/UIM Limit \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	N	PHUB928868-000	5/28/2026	5/28/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	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 ☒ N	Y N/A	310 2810596	5/28/2026	5/28/2027	PER STATUTE ☐ 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
A	Accidental Death & Accidental Med	N	N	PHPA164394-001	5/28/2026	5/28/2027	Acci. Med Max Benefit: \$50,000 Acci. Death: \$25,000

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

CERTIFICATE HOLDER

CANCELLATION

21287343Wheaton Park District
102 E Wesley St #5321
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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