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 **Tumbling Times**. 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):
- Locations may vary and will be all Indoor settings.
- Community Center (Gym), 1777 S Blanchard Street, Wheaton, IL 60189
- Central Athletic Complex, 500 S Naperville Road, 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 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, 2021 – December 31, 2021

V. A. Method of payment:
- Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor.
- Contractor will receive 70% / 30% 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-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 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. 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

effective unless made in writing, signed by both Parties and dates after the date hereof. This Contract is not-assignable by the Contractor.

XIX. Other items: _____

_____

Authorized Signature of Contractor

Authorized Signature

Jodi Wrenn

Print Name

Michael J. Benard

12-8-2020

Date

1-27-2021

Date

Please submit a current Certificate of Insurance with the following criteria:

- Wheaton Park District listed as Additionally Insured
- Wheaton Park District listed as Certificate Holder
- General Liability of $1,000.000/minimum

Scanned with CamScanner

ACORD

TUMB103

OP ID: KF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2019

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 Snyder Insurance Services Inc 7450 W. 130th Street - Ste 230 Overland Park, KS 66213 House 913-498-0200	CONTACT NAME: Snyder Insurance Services, Inc PHONE (A/C, No, Ext): 913-498-0200 FAX (A/C, No): 913-498-0212 E-MAIL ADDRESS: info@insureasset.com
INSURED Tumbling Times, Inc. Jody Honig 27 E. Pleasant Ln Lombard, IL 60148	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Allied World Assurance Co Inc — 23841 INSURER B: Mutual of Omaha — 71412 INSURER C: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Includes Particip GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		5075-1178-01	01/07/2020	01/07/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Prof Lia	$ 1,000,000 $ 300,000 $ Excluded $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Participant Excess			SR2014IL-P-102000-C12	01/07/2020	01/07/2021	Per. Acc. Ded	100,000 100

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

The Certificate Holder is listed as Additional Insured.

CERTIFICATE HOLDER

Wheaton Park District
102 E Wesley St
Wheaton, IL 60187

CANCELLATION

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

ACORD 25 (2016/03)

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