

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 **Brian Rogus d/b/a ASA Xcellent Officials**. 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:
 - Provide softball umpires for all 16" Men's Softball games based on times and schedules provided.
 - Provide proper payment invoices for all leagues listed above.
 - B. Results to be achieved by Contractor include:
 - Umpire all league softball games utilizing ASA rules and regulations.
 - To be evaluated and well received by participants and community.
 - C. Days and hours of work to be performed by Contractor include:
 - 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.
 - Wheaton Graf Park, Manchester Rd, Wheaton, IL 60187
 - Wheaton Atten Park, Wiesbrook Rd, Wheaton, IL 60189
- 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 Wheaton Park District and then Purchase Order (Check) sent to Contractor.
 - Contractor will receive \$44.50 per umpire game.
 - Umpire will be paid ½ game (\$22.25) if they arrive at the game and it is rained out.
- 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.
- 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.
- 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,**

Independent Contractor Agreement
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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 dated after the date hereof. This Contract is not-assignable by the Contractor.

XX. Other Items: _____

Brian Rogers

Authorized Signature of Contractor

Brian Rogers

Print Name

2/16/26

Date

[Signature]

Authorized Signature

Michael J. Benard

3/2/26

Date

For Office Use Only:

Background Check Waiver	Independent Contractor Agreement	Certificate of Insurance
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

Sadler Sports: Amateur Teams / Leagues Insurance Plan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2026

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 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
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 803-822-7370 | FAX (A/C, No): 803-256-4017
E-MAIL ADDRESS: amateur@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
Xcellent Offside
24918 Blakely Dr
Plainfield, IL 60585
Application ID: 471675
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AIG Specialty Insurance Company		26883
INSURER B:		
INSURER C:		
INSURER D:		

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.

INSO LTN	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC	X		9YAPG0001334486101	12:01:00 AM ET 01/03/2026	12:01AM ET 01/03/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE (other than Products- completed Operations) \$5,000,000 PRODUCTS- COMPI OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS (not provided while in Hawaii) ☒ NON- OWNED AUTOS (not provided while in Hawaii)			9YAPG0001334486101	12:01:00 AM ET 01/03/2026	12:01AM ET 01/03/2027	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			☐ IWC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS TO PARTICIPANTS			9YAPG0001334486101	12:01:00 AM ET 01/03/2026	12:01AM ET 01/03/2027	EXCESS MEDICAL \$25,000 AD&D NONE DEDUCTIBLE \$100

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

RE: COVERED SPORTS Umpires/ Referees Assoc. for Class B Sports 20 & Over,

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

High Risk Sports - For Deck/Floor Field/Street Hockey, Roller Hockey (quad), Cheerleading (age 19 & under), Lacrosse (age 19 & under), Tackle and contact football (age 19 & under), Soccer (age 19 & under), Water Hockey (age 19 & under), Wrestling (age 19 & under), and Umpire/Referee Associations for the above High Risk Concussion Sports. Limited Coverage for "Brain Injury" endorsement applies: Brain Injury Limit, \$1,000,000 occurrence/\$1,000,000 aggregate; Brain Injury Loss Adjustment Expense Limit, \$1,000,000 occurrence/\$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

CERTIFICATE HOLDER

RELATIONSHIP:
Property Owner/ Lessor

Wheaton Park District
1777 S. Blanchard
Wheaton, IL 60189

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

John Smalley

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER: 9YAPG0001334488101

INSURED: Xcellent Officials

COMMERCIAL GENERAL LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

1. Name of Additional Insured Person(s) or Organizations(s):
Wheaton Park District 1777 S. Blanchard Wheaton, IL 60189
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Date Added: 12/29/2025 04:51:37 PM

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