

## INDEPENDENT CONTRACTOR AGREEMENT – SHORT FORM

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- I. It is the intention of the Wheaton Park District, to create a non-exclusive Independent Contractor Relationship with Champions Club. 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 fees, dates and times for basketball camps/classes.
  - Provide quality instruction at camps/classes and travel basketball.
  - Provide communication to WPD Staff and participants
  - Contact participants of any cancellations/changes to programs.
- B. Results to be achieved by Contractor include:
- Receiving enough registration to run classes.
  - Build relationships with participants to increase registration for future camps/classes
  - To be evaluated and well received by participants and community.
- C. Days and hours of work to be performed by Contractor include:
- Dates are set seasonally by contractor and WPD Staff.
  - Vary from season-to-season
  - These are to be sent to WPD Staff when request for brochure purposes.  
Deadlines are crucial as brochure dates and times are time sensitive.
- D. Location(s) of work to be performed by Contractor include(s):
- Locations may vary within building.
  - Community Center or Central Athletic Center.

**Sample Independent Contractor Agreement – Short Form**  
**Page 2 – Continued**

- E. Contractor's other responsibilities include:
- Provide WPD Staff with Invoice prior to last day of class in order to be paid in a timely manner.
  - Provide WPD Staff with and changes for brochure, fees, location and/or any other matters pertaining to the program.
- 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.
- IV. The duration of this independent contractor agreement will be:
- Fall 2017 thru Winter 2018
- V. A. Method of payment:
- Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor.
  - Contractor will receive 66% of the resident rate per participant.
- 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: N/A
- 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 coverage's: 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.


**Sample Independent Contractor Agreement – Short Form**  
**Page 3 – Continued**

- 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 insured under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insured. 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

**Sample Independent Contractor Agreement – Short Form**  
**Page 4 – Continued**

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.

XVIII. Other items:

  
\_\_\_\_\_  
Authorized Signature of Contractor

ERIN DWYER  
\_\_\_\_\_  
(Print Name)

Date 9/11/17  
\_\_\_\_\_

  
Erin Dwyer  
9/20/17

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE  
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

|  |   |   |   |                                      |   |   |
|--|---|---|---|--------------------------------------|---|---|
| <b>CERTIFICATE HOLDER</b><br>Wheaton Park District<br>1777 S Blanchard St<br>Wheaton, IL 60187   |   | <b>COVERAGE DATES:</b><br>09/15/2017 - 8/31/2018  |   |                                      |   |   |
| 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.  |   |   |   |                                      |   |   |
| <b>PRODUCER</b><br><br>Foy Insurance<br>64 Portsmouth Ave<br>PO Box 1030<br>Exeter, NH 03833-1030  | <b>INSURED</b><br><br>Amateur Athletic Union of the U.S., Inc.<br>Walt Disney World Resort<br>P.O. Box 10000<br>Lake Buena Vista, FL 32830-1000<br>(407) 934-7200 | <b>MEMBER CLUB/INSURED</b><br><br>Champions Club Basketball<br>24319 Laski Lane Suite 100<br>Plainfield, IL 60585 | <b>CERTIFICATE ID:</b> 8KCEY955<br><br><b>CLUB CODE:</b> WYWDC8 |                                      |   |   |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |   |   |   |                                      |   |   |
| Company A United State Fire Insurance Company NAIC# 21113<br><br>Company B Everest National Insurance Company NAIC #10120  |   | *For box below, INSR LTR refers to Company A or B.  |   |                                      |   |   |
| <b>COVERAGES</b> - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.  |   |   |   |                                      |   |   |
| <b>INSR LTR</b>  | <b>TYPE OF INSURANCE</b>  | <b>POLICY NUMBER</b>  | <b>COVERAGE EFF. DATE (MM/DD/YY)</b>                            | <b>COVERAGE EXP. DATE (MM/DD/YY)</b> | <b>COVERAGES</b>  | <b>LIMITS</b>   |
| A  | Participant Accident  | US855728  | 9/01/2017 12:01 AM.   | 9/01/2018 12:01 AM.                  | Accident Medical<br>Accidental Death and Dismemberment  | 50,000<br>20,000  |
| B  | Excess Liability  | SI8EX00142-171  | 9/01/2017 12:01 AM.   | 9/01/2018 12:01 AM.                  | Each Occurrence Per Club<br>Policy Aggregate Per Club   | 9,000,000<br>9,000,000  |
| B  | General Liability   | SI8ML00176-171  | 9/01/2017 12:01 AM.   | 9/01/2018 12:01 AM.                  | Each Occurrence Limit<br>General Aggregate Limit Per Club<br>Participant Legal Liability<br>Personal and Advertising Injury Limit<br>Products-Completed Operations Aggregate<br>Fire Damage to premises Rented to You (Any One Premises)<br>Medical Expenses Limit (Any One Person)<br>Sexual Abuse Liability<br>Sexual Abuse Aggregate | 1,000,000<br>3,000,000<br>1,000,000<br>1,000,000<br>3,000,000<br>1,000,000<br>5,000<br>1,000,000<br>2,000,000 |
| <b>ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS</b><br><br>Coverage applies to Champions Club Basketball, License # 8KCEY955 Practice, Champions Club Basketball from 09/15/2017 through 08/31/2018, for the gross negligence and/or liabilities of the AAU Club(s) or registered members.<br>For said club to have coverage, all membership requirements in the AAU must be met.<br>Primary non-contributory applies as per attached endorsement ECG 24 520 04 02.<br><br>The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CG 20 26 0413 applies. |   |   |   |                                      |   |   |
| <b>CANCELLATION</b> - Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.<br><b>REVOCATION OF MEMBERSHIP</b> - will result in cancellation of coverage.   |   |   |   |                                      |   |   |
| <b>FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.</b><br>Go to <a href="http://www.aausports.org">www.aausports.org</a> , Resources, Insurance Certificates, Print/View Certificates   |   |   |   |                                      |   |   |

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Authorized Representative

Certificate No. 20182154

3

inscertfacility.rpt

**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**

**Name of Person or Organization:**

Wheaton Park District  
1777 S Blanchard St  
Wheaton, IL 60187

**Event:** Practice, Champions Club Basketball

**Date:** 09/15/2017 through 08/31/2018

THE ABOVE PERSON OR ORGANIZATION IS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

endorsement # 20182154

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II- Who is An Insured is amended to include as an additional insured the person(s) or Organizations(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 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL - OTHER INSURANCE  
(PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Paragraph a. Primary Insurance of 4. Other In-surance of SECTION IV  
COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the  
following:**

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract of agreement that this insurance will be primary and noncontributory, if the written contract of agreement was made prior to the subject "occurrence" or offense.