

**WHEATON PARK DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT SHORT FORM**

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- I. It is the intention of the Wheaton Park District hereafter, **Wheaton Park District**, to create a non-exclusive Independent Contractor relationship with **Douglas & Erica Rivera**. 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 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. 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 Contractor's own 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 business.
- 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 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 those employees, if any, employed by Contractor.
- II. A. Services to be performed by Contractor include:
- Conducting classes submitted for program guide in accordance with production schedule.
- B. Results to be achieved by Contractor include:
- Satisfy participants while building relationships within the community and surrounding towns.

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- C. Days and hours of work to be performed by Contractor include:
  - Classes based on submission by Contractor and enrollment each season.
- D. Location(s) of work to be performed by Contractor include(s):
  - Wheaton Park District Community Center, 1777 S Blanchard Street, Wheaton, IL 60189.
- E. Contractor's other responsibilities include:
  - Provide WPD staff with an Invoice after services have been rendered in order to be paid in a timely manner.
- III. Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by this agreement according to Contractor's own independent judgment. Contractor is solely responsible for the direction of Contractor's employees and agents, if any, and for their actions in performing the work/services.
- IV. Contractor acknowledges and agrees that Contractor will devote such times as is necessary to produce the contracted for results.
- V. The duration of this independent contractor agreement will be:
  - January 1, 2016 – December 31, 2016
- VI. A. Method of payment:
  - Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor.
  - Contractor will receive 66% 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.
- VII. Contractor acknowledges and agrees that Contractor 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

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- VIII. The Wheaton Park District agrees to waive its general liability and/or workers' compensation insurance requirements ordinarily required of contractors. Contractor fully understands and agrees that, as noted in Section IA above, Contractor shall not be entitled to any benefits or protection afforded employees of the Wheaton Park District, irrespective as to whether or not Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor. Contractor further understands that, if applicable, the waiver of the workers' compensation insurance requirements does not extend to any workers' compensation insurance that Contractor must maintain under state law, for any of Contractor's employees.
- IX. To the extent permitted by law, Contractor shall indemnify, save, defend and hold harmless the Wheaton Park District, including its officers, officials, agents, volunteers and employees (collectively "Wheaton 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 Wheaton 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 or omission 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.
- X. Contractor acknowledges and agrees that Contractor 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. Contractor shall further maintain all applicable licenses, certifications, and/or permits.
- XI. The Wheaton 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 Wheaton Park District including the cost of obtaining replacement services.
- XII. 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 Wheaton Park District is relying on such representation in contracting with Contractor for the services.
- XIII. [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

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Contractor to this agreement who has not submitted to a criminal background check and been cross-referenced with the state of Illinois and federal sexual offender registries.

XIV. 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.

XV. Other items:

- N/A



Authorized Signature of Contractor

ERICA RIVERA

Print Name

Date 11-16-2015



Authorized Signature

Michael J. Benard

Michael J. Benard

Date 11/16

Matthew Wrobel  
Adult Education & Recreation Supervisor

**Memo:** Independent Contractors that do not require a Certificate of Insurance

IC- Douglas & Erica Rivera

Program Description:

**Argentine Tango – Beginner 1 (spring 2016)**

Learn the basics of Argentine Tango with creative, fun teachers. You will learn excellent techniques and combinations sure to delight your next dinner party!

**Argentine Tango – Beginner 2 (spring 2016)**

Improve and build your skills with upper and lower body technique while learning turn combinations, changing directions and how to navigate the floor.

**\*No certificate of insurance is required due to the low risk of liability. A second waiver provided by PDRMA will be provided to all participants to sign before they are allowed to participate. \*Please see attachment.\* Provided by PDRMA**

‘Contractor acknowledges and agrees that Contractor 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 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. 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 Contractor’s own actions, and that of Contractor’s employees and agents, if any. The Park District will in no way defend Contractor in matters of liability.”

“The Park District agrees to waive its general liability and/or workers’ compensation insurance requirements ordinarily required of contractors. Contractor fully understands and agrees that, as noted in Section IA 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. Contractor further understands that, if applicable, the waiver of the workers’ compensation insurance requirements does not extend to any workers’ compensation insurance that Contractor must maintain under state law, for any of Contractor’s employees.”

**ARGENTINE TANGO PROGRAM WAIVER & RELEASE OF ALL CLAIMS &  
ASSUMPTION OF RISK**

**IMPORTANT INFORMATION**

The Wheaton Park District is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The Park District continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for this program must recognize that there is an inherent risk of injury when choosing to participate in recreational activities.

You are solely responsible for determining if you or your minor child/ward are physical fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

**WARNING OF RISK**

Argentine Tango is an activity which challenges and engages the physical, mental and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury. Understandably, not all hazards and dangers can be foreseen. Certain risks and dangers include but are not limited to: stubbing toes, being kicked by other dancers, jamming toe into the floor, landing incorrectly from jumps, sprain and strain of muscles, tendons, and ligaments, premises defects, floor conditions, improper footwear, overexertion, falls, improper lifting technique, improper instruction, and fatigue. In this regard, it must be recognized that it is impossible for the Park District to guarantee absolute safety.

**WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

Please read this form carefully and be aware that in signing up and participating in this program/activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this program/activity (including transportation services, when provided).

I recognize and acknowledge that there are certain risks of physical injury to participants in this program, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity that my minor child/ward or I may sustain as a result of participating in any and all activities connected with or associated with this program/activity. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in this program/activity against the Park District, including its independent contractors (dance instructors), officials, agents, volunteers and employees (hereinafter collectively referred as "Parties").

I do hereby fully release and forever discharge the Parties from any and all claims for injuries, damages or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with this program.

**I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, your on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.**

PLEASE PRINT

Participant's Name \_\_\_\_\_

Date \_\_\_\_\_

Participant's Signature \_\_\_\_\_  
(18 years or older or Parent/Guardian)

**PARTICIPATION WILL BE DENIED**

**If the signature of adult participant or parent/guardian and date are not on this waiver.**