



PARK DISTRICT OF OAK PARK INDEPENDENT CONTRACTOR AGREEMENT

It is the intention of the Park District of Oak Park to create an Independent Contractor Relationship with

Contractor:

(Business Name) (Contact Person)

Address:

(Street) (City) (State) (Zip)

Phone #'s:

(Business) (Mobile)

Service Title(s):

(Program and/or Class Titles)

Agreement Duration:

(Program and/or Class Season Dates)

This agreement is made by and between the Park District of Oak Park ("Park District") and the Contractor. Both parties agree to the following:

I. Services to be Provided

- A. The Contractor shall provide the services listed above and as described in "Schedule A," attached hereto and incorporated hereafter by this name. In the event that the number of registered participants does not meet the minimum number listed in Schedule A, the program will be cancelled and the parties' obligations hereunder as to the program cancelled due to registration below the minimum shall be relieved.
- B. Contractor represents, agrees and warrants that Contractor has procured all licenses, permits or like permission required by law to conduct or engage in the services contemplated by this agreement; that Contractor will procure all additional licenses, permits or like permission hereafter required by law during the term of this contract and, that Contractor will keep same in full force and effect during the term of this agreement.
- C. Contractor acknowledges and agrees that Contractor is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted results, unless otherwise specifically outlined in Schedule A. If a key or other Park District equipment is issued to the contractor for the provision of services outlined in this contract, it must be used solely for these purposes and no other and it must be returned at the end of the contracted program (unless the contractor has a signed contract amendment indicating that the program requiring this key or equipment will be offered again in the following season). If the key or equipment is not returned, the cost for rekeying the facility or replacing the equipment will be deducted from the contractor's final invoice.
- D. Registration services and the collection of registration fees is the sole responsibility and right of the Park District of Oak Park. Contractor may not independently accept registration for contracted services unless Contractor has received the prior written authorization from the Park District's Superintendent of Recreation or his/her designee.
- E. All dissemination of information to the public concerning the services is the sole responsibility and right of the Park District of Oak Park. Contractor may not independently advertise the services unless Contractor has received the prior written authorization from the Park District's Superintendent of Recreation or his/her designee.

2. Direction and Control

- A. Contractor agrees that Contractor will perform the services under this agreement as an independent contractor and not as an agent or employee of the Park District. Contractor agrees not to hold itself out as or present itself (or those employed by Contractor) as an employee or joint employee of the Park District of Oak Park.
- B. The contractor acknowledges and agrees that Contractor is not entitled to any benefits or protections, afforded employees of the Park District of Oak Park including, but not limited to unemployment insurance and Worker's Compensation, nor bound by any obligations of employees of the Park District of Oak Park. Any injury to the Contractor and/or the Contractor's agents or property damage to Contractor's equipment, supplies, or vehicles 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.
- C. This agreement creates a nonexclusive relationship between the Contractor and Park District. Contractor may engage in other business activities and provide similar contracted services for other entities, provided that said services do not directly compete with the Park District of Oak Park.
- D. 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 Contractor's own independent judgment, and is solely responsible for the direction of Contractor's employees and agents. Contractor acknowledges and agrees that Contractor will devote such times as is necessary to produce the results outlined in this agreement. The Park District may terminate this agreement in the event the services are not up to Park District's standards for provision of such services to the public.
- E. Contractor acknowledges and agrees that Contractor is solely responsible for Contractor's employees/agents actions in performing the work/services contemplated by this agreement. Furthermore, Contractor acknowledges that Contractor's employees possess the skills and knowledge necessary to perform the services in a safe, proper, efficient and satisfactory manner and understands that the Park District is relying on such representation in contracting with Contractor for the services.
- F. The Park District may require Contractor to provide an activity plan explaining the means, manner and methods by which Contractor will provide the services. Such plan, if required, will be attached to this agreement and incorporated herein.
- G. Contractor warrants that a criminal background check through the State of Illinois (at a minimum) has been conducted and successfully passed for any of the Contractor's employees/agents performing services on Contractor's behalf and that this check has occurred no more than 3 years prior to the date that services are scheduled to commence. Contractor also warrants that Contractor is not a registered sexual offender and that Contractor has cross-referenced any employees/agents performing services on Contractor's behalf with the state of Illinois and federal sexual offender registry. If Contractor chooses to have the Park District complete these checks, the costs for doing so will be deducted from the final invoice.

3. Payment for Services

- A. Contractor acknowledges and agrees that he/she shall be compensated for services rendered according to the amount listed in the attached Schedule A. Contractor will be paid by check after all services have been rendered.
- B. Contractor agrees to adhere to the Park District of Oak Parks refund policy and shall account for same in preparing invoices or requests for reimbursement of services rendered to the Park District.
- C. The non-resident fee collected by the Park District on most program offerings is designed to compensate for property taxes paid by residents but not paid by non-residents. Therefore, all additional non-resident fees will be deducted before determining the amount of the payment due to the contractor for providing services.

- D. Contractor must submit an invoice (and activity attendance sheets if applicable) to the Park District of Oak Park at the end of each session indicating the amount due for the preceding period (in accordance with the payment schedule). The Park District will pay such invoice in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). Continuing payments shall be subject to Park District's termination rights outlined herein.
- E. The Park District of Oak Park will report payments to unincorporated contractors on Form 1099-Misc as required by the IRS. Contractor will provide to the Park District a social security number for any individual receiving payment directly from the Park District or Federal Employer Identification Number where applicable for payments to Contractor.
- F. 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.

4. Hold Harmless

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, (hereinafter referred to as "district") from and against any and all liabilities, obligations, claims, damages, penalties, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the district may become obligated by reason of any accident, bodily injury, or death of person, civil or constitutional rights violation, or loss or damage to tangible property, arising directly or indirectly in connection with, or under, or as a result of this Agreement; except to the extent caused in whole or in part by any negligent act or omission of a party being indemnified.

5. Insurance Requirements

- A. Contractor agrees to provide and keep in force at all times during this Agreement, the following coverage: 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 for the herein shall have a rating of A: VII as assigned by A.M. Best & Co., be satisfactory to the Park District of Oak Park in its sole discretion. All Certificates of insurance in connection herewith shall be furnished to the Park District of Oak Park no later than seven (7) days prior to the commencement date of this agreement.
- B. All insurance coverage provided by Contractor shall be primary coverage as to the Park District of Oak Park. Any insurance or self-insurance maintained by the Park District of Oak Park shall be excess of Contractor's insurance and shall not contribute with it.
- C. The Park District of Oak Park, its officers, agents and employees are to be covered and named as additional insured's under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insured's. The policy and/or coverage shall also contain a "contractual liability" clause.
- D. 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 of Oak Park to immediately cancel this Agreement.
- E. The Park District of Oak Park may waive or reduce the types of insurance or the amount of insurance required in appropriate circumstances in a decision which shall be made at the sole discretion of the Park District. Unless indicated differently below and signed by the Park District, no such waiver or reduction has been determined appropriate for this agreement.

General Liability Insurance Waived _____ Reduced to _____

Park District Administrator's Signature: _____

6. Compliance with Laws

- A. 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.
- B. Contractor shall comply, and cause all persons providing any of the services on Contractor’s behalf to comply, with all applicable federal and state laws, and governmental rules and regulations now or hereafter in effect pertaining to equal employment opportunity and discrimination in the provision of the services, including without limitation federal Civil Rights laws, the Illinois Human Rights Act, and the Americans with Disabilities Act.

7. Conflicts Between Attachments and Text of Agreement

Should any conflicts exist between any attached schedule or the Park District of Oak Park Independent Contractor Guide and the text of this agreement, the text of this agreement shall prevail.

8. Severability

Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

9. Termination

The Park District may terminate this contractual agreement in the event of contract breach. Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.

Contractor (please print name)

Park District Contact (please print name)

Contractor Authorized Signature

Park District Program Supervisor Signature

Date

Date

FEIN or SS#

Park District Administrator’s Signature