

**WAUKEGAN PARK DISTRICT**  
**Independent Contractor Agreement**

**Contractor:** \_\_\_\_\_

**(To be used with sole proprietor, partnerships, one-person LLC or one person S-Corp with no employees or subcontractors)**

**\*\*Each partner must complete an Agreement \*\***

It is the intention of the Waukegan Park District (“District”), to create a non-exclusive Independent Contractor Relationship with Company/Individual stated above (“Contractor”). This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between parties.

**THE PARTIES AGREE AS FOLLOWS:**

**A.** Contractor understands, acknowledges and agrees that the relationship of Contractor to District arising out of this Agreement shall be that of independent contractor. It is understood that Contractor is not an employee of District and is therefore not entitled to any benefits provided employees of District. Contractor understands and fully agrees that s/ he will not be covered under provisions of the unemployment compensation insurance or the workers’ compensation insurance of District and that any injury or property damage on the job will be Contractor’s sole responsibility and not District’s. Also, it is understood that Contractor is not protected as an employee or as a person acting as an employee under the provisions of the general liability insurance of District and therefore, will be solely responsible for Contractor’s own actions. District will in no way defend Contractor in matters of liability.

**B.** Contractor agrees not to hold himself/herself out as an employee or joint employee of the District to members of the public. Contractor has no authority to act as agent for, or on behalf of, the District, to represent the District, or bind the District in any manner.

**C.** Contractor acknowledges and agrees to immediately notify the District of any employer-employee relationship that may develop or come into existence while performing the services at the District.

**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. As required by law, the District will comply with the Internal Revenue Service (IRS) and file 1099 forms if there are payments of \$600 or more to an independent contractor for services rendered. To assist District in complying with this legislation, Contractor will provide the District with a Social Security Number or a Federal Employer Identification Number and complete the necessary forms.

**E.** Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the Agreement according to his/her own independent judgment. Contractor acknowledges and agrees that s/he will devote such times as is necessary to accomplish the contracted services as discussed. 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 District is relying on such representation in contracting with Contractor. Contractor shall perform the services at the location, either on or off District’s premises, as approved by District. Since 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 of interest or interfere with the performance of the services of this agreement.

**Check this box to signify you acknowledge and agree to the contents of this paragraph**

**F.** Contractor shall maintain or cause to be maintained all property, facilities, tools and equipment owned by Contractor and used by Contractor in performing the services, in good repair and in a clean, sanitary and safe condition free from defects of every kind. If Contractor provides the services with equipment provided by District, Contractor shall use, and cause Contractor’s participants to use through proper supervision and control, all equipment with due care and in the manner in which the equipment was meant to be used, and shall report all defects in or damage to any such equipment and the cause thereof, if known, immediately to your District Representative. Contractor shall periodically inspect all equipment to ensure its proper condition and repair. District maintains the right to also inspect, however, District’s right of inspection is not intended to and shall not create any duty or obligation to inspect or any other obligation or liability on the part of the District. If the services are to be provided off of District premises, Contractor represents, warrants, and agrees that the service performed at a non-park district site of Contractor’s choice is not in violation of any health, building, fire or zoning code or regulation.

**G.** Contractor represents, agrees and warrants that s/he has procured all applicable certifications, licenses, permits or like permission required to conduct or engage in the services; that s/he will procure all additional licenses, permits or like permission hereafter required during the term of this Contract; and, that s/he will keep same in force and effect during the term of this agreement.

**H.** Contractor shall comply with applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court, including without limitation, the American With Disabilities Act, the rules and regulations of the Illinois Department of Human Rights Act, and Title VII of the Civil Rights Act of 1964. Contractor further agrees to refrain from harassment or discrimination of any kind.

**I.** To the extent applicable, Contractor shall comply with the Abuse and Neglected Child Reporting Act (325ILCS-5/1 et seq.) while performing services for the District, which would include completing the online mandated reporter training. Contractor shall notify the District should a report of child abuse be made to DCFS. The Park District is not identifying Contractor as a mandated reporter.

**J.** Contractor understands that the District’s foremost concern is to protect the participants. Therefore, some contracted positions may require a cross reference check against the federal sex offender registry and/or a criminal background check. Contractor agrees to

cooperate in the event a criminal background check is requested and understands that this agreement would then be contingent upon the successful completion of the check.

**K.** Contractor acknowledges and agrees that the cost of any loss or damage to any personal property owned by Contractor and used in the course of performing said contracted services shall be borne by Contractor and shall not be the responsibility of the District.

**Check this box to signify you acknowledge and agree to the contents of this paragraph**

**L.** District assumes no liability for actions of Contractor. In addition to and not in limitation of any of its obligations hereunder, Contractor shall, to the extent permitted by law, protect, indemnify, save, defend and hold harmless the District, its officers, officials, volunteers, employees, and agents from and against any and all liabilities, claims for compensation, obligations, claims, damages, penalties, wage and hour claims, causes of action, costs and expenses, including reasonable attorney's fees, for which District, its officers, officials, volunteers, employees, and agents may become obligated by reason of any accident, injury or death of persons, civil or constitutional right violation, or loss of or damage to tangible property, or any claim made under any federal or state law arising out of any negligent or wrongful act of Contractor.

**Check this box to signify you understand the contents of this paragraph**

**M.** 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; and property damage insurance, if applicable.** All insurance carriers providing the coverage set forth herein shall be satisfactory to the District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the District prior to the commencement date of this agreement. All insurance coverage provided by Contractor shall be primary coverage as to the District. Any insurance or self-insurance maintained by the District shall be excess of Contractor's insurance and shall not contribute with it. **The Waukegan Park District, its officers, agents and employees are to be covered 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. Should any of the above described policies be canceled before the expiration date thereof, Contractor shall provide immediate notice to the District. **The Certificate Holder shall be listed as: WAUKEGAN PARK DISTRICT, 1324 GOLF RD., WAUKEGAN, IL 60087.**

**N.** Insurance requirements may be waived or modified upon approval by the District; however, **failure to maintain the required insurance may result in termination of this agreement at District's option.** If the District agrees to waive its GENERAL LIABILITY and/or PROPERTY insurance requirements ordinarily required of contractors, Contractor fully understands and agrees that, as noted in Section A above, Contractor shall not be entitled to any benefits or protection afforded employees of the District, irrespective as to whether or not Contractor elects to maintain general liability and/or property insurance to protect Contractor.

**O.** Either party may terminate this contract for any reason, at any time. Notice will be given to the non-cancelling party as soon as possible.

**Check this box to signify you understand the contents of this paragraph**

**P.** This Agreement may be terminated immediately by District in the event of default or noncompliance with any of its terms by Contractor, in the event the services are not up to District's standards for provision of such services to the public or for any other convenience of the District. In such an event, District shall cause immediate notice of such termination to be given to Contractor. In the event of termination, the amount payable for services properly performed by Contractor shall be prorated to the actual date of termination and all obligations of District shall cease.

**Check this box to signify you understand the contents of this paragraph**

**Q.** In the event Contractor is unwilling or unable to complete the scope of work outlined in Section V. "Details of Service," Waukegan Park District reserves the right to solicit a replacement to complete the tasks outlined. The Park District shall use reasonable effort to keep costs the same as the contractually agreed upon fees stated in Section V. Should the fees of the replacement exceed the costs stated in this agreement, the Contractor shall be responsible for any additional fees the Park District incurs to obtain the same services listed within a reasonably similar time frame.

**R.** This Agreement 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 Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof. This Agreement is non-assignable by Contractor.

**S.** Term: The term of this agreement will begin on date stated below and will end December 31<sup>st</sup> of the start year. If neither party wishes to change any term of the agreement, the agreement can continue as is for up to two additional calendar years. Any changes to agreement need to be negotiated during the months of November and December. If no changes are desired with an annual review, this agreement can be renewed for two years. **Start Date** \_\_\_\_\_ **Longest date it can extend to** 12/31/ \_\_\_\_\_ **(year).**

**Check this box to signify you understand the contents of this paragraph.**

**T.** This Agreement shall be interpreted, enforced, and construed in accordance with the laws of the State of Illinois. Venue for any litigation hereunder shall be in Lake County, Illinois; and should diversity jurisdiction apply, in the United States District Court for the Northern District of Illinois Eastern Division. By signing this agreement, Contractor expressly consents to personal jurisdiction in the State of Illinois. This paragraph will survive termination of this Agreement.

**U.** This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous agreements and understandings either written or oral; this contract will prevail if any conflicts. This agreement is good for services described in Section V, in the calendar year within which it is signed.

V. DETAILS OF SERVICE Completed by District Representative after discussion with Independent Contractor:

**DESCRIBE USE OF INDEPENDENT CONTRACTOR (to be completed by District Supervisor)**

<b>District Representative / e-mail</b>				
<b>Contractor Company / Individual Name</b>				
<b>Brief description of work to be completed</b>				
<b>Work includes</b>	One on one work with kids	Access to money	Access to secure locations	None

1. Details of services to be performed by the contractor: (be specific; include responsibilities to setup, clean up, etc; can attach proposal)

2. Location, dates, and times that services are to be performed: (or if applicable expected completion dates)

Varies through year and will negotiate	Pre negotiated details below		
	Location		
	Dates / Time		

3. Certifications/licenses, permits or qualifications/knowledge contractor needs:                      N/A                      Yes, list below

4. Who does Contractor contact if running late? (name /phone)

5. Equipment or supplies provided by Park District:

6. Equipment or supplies provided by Contractor:

7. Payment details: (per game, match, class, or job)

8. Cancellation of services details if needed to clarify Sections O, P and Q: (participation numbers, time frames, payments /partial payments).

9. Is Contractor responsible for assisting in finding a sub if necessary?

Yes	No
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*(If contractor pays another individual, that individual also needs to complete an Independent Contractor Agreement and show proof of insurance coverage when insurance is required. Notification of a sub must be made to the Park District 24 hours prior to the service being rendered; or as soon as possible in extenuating circumstances.)*

10. The paperwork contractor must submit to District: (COI, credentials, invoice, reports, surveys, etc.)

Certificate of Insurance	Certification / License	Criminal Background Check
Keyholder required \$10 deposit	W-9	Invoices or game score card

**For Certificates of Insurance: Certificate Holder is: Waukegan Park District, 1324 Golf Rd., Waukegan, IL 60087**

**W. CONTRACTOR INFORMATION completed by Contractor:**

1. Details regarding insurance coverage. **\*\*See Section M and N for contractor's obligations. \*\***

<u>Select one:</u>	I do not carry insurance as listed in paragraph N	I have general liability and will submit a certificate of insurance
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2. Choose all that apply: I will complete all work.....

Myself	with Partner(s)	Use Employees	Use Subcontractors	Use Volunteers
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*(If contractor pays another individual, that individual also needs to complete an Independent Contractor Agreement and show proof of insurance coverage when insurance is required. Notification of a sub must be made to the Park District with as much notice as possible.)*

3. Please **READ CAREFULLY** and answer the following statements:

At my expense, I attended training, prepared materials, purchased supplies, or made preparations off District property in preparation to provide this service.	Yes	No
I have confirmed my availability and/or negotiated schedules prior to agreeing to perform this service.	Yes	No
I understand that I am able to provide this same service to other organizations to generate a profit.	Yes	No
The District has asked me to provide this service only for them.	Yes	No
I understand that scheduling the service does not guarantee payment, because if the program does not run, despite my time to prepare or arrive, payment may be prorated or canceled.	Yes	No
The District may have provided me with information such as the type of class or level of play, to aid me in providing the best service possible, but I make the decisions as to how to execute the details of service I am providing.	Yes	No
The District trained me on how to perform the service I am providing (this does not include training on what to do if an emergency happens while at the District)	Yes	No

4. Please provide the following information in the event we need to contact you.

Print Name	
Best phone number	
e-mail	
Mailing address	

5. In the event of a medical emergency that affects you, who would you like us to contact?

Print Name		Phone Number	
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**Check each box to acknowledge:**

**I have read sections A-U,**

**I have negotiated the details in section V**

**I have truthfully completed section W.3.**

**I acknowledge and understand of all requirements that apply to me**

**\*\*Each partner must complete an Agreement \*\***      *Digital (optional)*      *Typed Signature*

<b>By checking this box I authorize my digital and typed signature as legal</b>		
	(Independent Contractor Signature)	(Date)

**THIS FORM AND ANY OTHER REQUIRED DOCUMENTS Listed in Section V.10 MUST BE COMPLETED TO PROCESS PAYMENT**

*Payment for services may be held if required documents in V.10. become expired and not updated.*

<b>In House Information</b> <i>Completed by Risk Management</i>			
Proof of Insurance:	<i>Unacceptable</i>	<i>Acceptable</i>	<i>Waived</i>
Agreement	<i>Unacceptable</i>	<i>Acceptable</i>	<i>Waived</i>
Supporting Documents	<i>Unacceptable</i>	<i>Acceptable</i>	<i>Waived</i>
Approved:	Date	Initials	
Notes:			