

**Pleasant Valley Recreation and Park District
INSTRUCTIONAL SERVICES AGREEMENT**

This Agreement, effective _____, is between the Pleasant Valley Recreation & Park District ("District"), a Special District, and _____ ("Contractor") an Independent Contractor.
Social Security _____ Tax ID _____ Date of Birth _____

CONTRACTOR'S INFORMATION:

Address _____ City _____ Zip _____
Telephone (Home) _____ Cell _____ E-Mail _____

District and Contractor agree as follows:

- 1. CLASS DESCRIPTION:** In a professional manner, Contractor must instruct the class or classes as described in this Agreement.
- 2. CONTRACTOR TO PROVIDE AND FURNISH:** Without cost to the District, Contractor agrees to furnish all instructional materials, devices, or equipment necessary to satisfactorily instruct the class or classes and perform the services required under this Agreement.

- 2.1 Contractor will be responsible for cleaning tables, chairs, and equipment following each class session so that the facility and equipment are left in the same condition as existed prior to the start of the class session.
- 2.2 Furnish District with program content, descriptive material, and/or photographs as may be necessary to publicize the activity or provide other publicity materials, upon District's request.

- 3. DISTRICT TO FURNISH:** District agrees to furnish the space required and/or designated facilities for use by Contractor while performing any of the above described services required under this Agreement.

- 3.1 At the District's discretion, equipment may be furnished by the District for Contractor use. Contractor will take proper care of the facility and any equipment or supplies furnished by the District for the activity, and shall be responsible for the damage caused thereto resulting from misconduct, negligent acts and improper use of care.

- 4. SUPERVISOR'S APPROVAL:** All matters pertaining to the instruction, the administration, and admittance to a class is subject to the approval of the Recreation Supervisor or designee in charge of your program area.

- 5. COMPENSATION:** In exchange for Contractor's services and Contractor's fully performing this Agreement, the District will pay Contractor:

- 5.1 A Percentage Fee:
 Percentage (65%) of the "net revenue." "Net revenue" is the total amount of the paid registration fees for the class, minus all applicable expenses, included but not limited to: Out-of-District Fees and an Administrative surcharge of \$3 per registration, and when applicable, a refund processing surcharge of \$5 per registration. District receives percentage (35%) of the net revenue.
- 5.2 A Flat Fee:
 \$ _____ Per Hour Per Day Per Week Per Month Per Class

- 6. FEE COLLECTION:** District reserves the right to determine the fees to be charged for participation in such activity, and Contractor shall not permit anyone to participate therein, who has not paid the required fees. All registrations and class fees shall be received by an authorized member of the District staff. No registrations or fees, with the exception of class lab fees, shall be collected from class participants by Contractor.

- 6.1 Contractor shall not permit anyone to participate therein who has not paid the required fees.
- 6.2 Class materials fees, if charged, must be pre-approved by the District before publicized or collected.
- 6.3 Class materials fees will be paid directly to Contractor and may be used only for the purchase of class supplies.

- 7. FEE PAYMENT:** Under paragraph 5.1 or 5.2, the District will pay Contractor's fee in the following manner:

- 7.1 The total fees paid in full amount after Contractor completed the final class in the session and has submitted the "Service Invoice" and waiver form to their reporting Supervisor or designee. Payments may be processed up to two weeks after receipt of the "Service Invoice" documentation.
- 7.2 Contractor shall submit "Service Invoice" and waiver form to their reporting Supervisor or designee within thirty (30) days of completion of services. Failure to submit an invoice and waiver within thirty (30) days may result in forfeiture of payment by District.

8. INSURANCE REQUIREMENTS:

- 8.1 Independent Contractors who teach classes which may be classified as "high risk" by the District will be asked to provide a Certificate of Insurance naming Pleasant Valley Recreation & Park District as an additional names insured with and endorsement page. (See Manual)

9. MINIMUM REGISTRATION: The District reserves the right to limit the number of participants in such activity and to cancel the same class if the number of participants is deemed not sufficient. Registration closes after the second class meeting unless otherwise specified by the Contractor. However, the District, through the Recreation Supervisor or a designee, reserves the right to do one or more of the following:

- 8.1 Determine that a lesser number of registrations are sufficient to begin class instruction.
- 8.2 Delay the start of class until a sufficient number of registrations exists.

10. CLASS CANCELLATION: On occasion, if Contractor needs to cancel a class, then Contractor must do all of the following to avoid losing partial compensation, or paying the District "liquidated damages," or both, for Contractor's canceling one or more classes:

- 9.1 In the event the Contractor will be absent or tardy, a 24 hour notice is to be given before the scheduled time and day of class that Contractor intends to cancel, Contractor must notify the District Recreation Supervisor or designee directly by telephone, in-person or via e-mail.
- 9.2 A make-up class for each missed or canceled class must be scheduled at the end of the session or a date mutually agreed upon with the District.
- 9.3 The District, at its discretion, reserves the right to cancel the class for any reason.

11. INDEMNITY: Contractor shall hold harmless, indemnify and defend the District and its officers, employees, servants and agents from any claim, demand, damage, liability, loss, cost or expenses whatsoever and arising out of this Contract, including but not limited to death or injury to any person and damage to any property resulting from misconduct, negligent acts, errors or omissions of Contractor or any of its officers, employees or agents in the performance of this Contract, except such damage as is caused by the sole negligence of the District or any of its officers, employees, servants or agents.

12. INDEPENDENT CONTRACTOR: While performing the duties and responsibilities under this Agreement, Contractor is and at all times and shall remain as to the District, a wholly Independent Contractor. Nothing contained in this Agreement shall be deemed, construed or represented by the District or Contractor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between District and Contractor. District shall not deduct any withholding taxes or social security from the compensation of Contractor nor pay unemployment insurance taxes, nor provide Worker's Compensation payments or other benefits on behalf of Contractor.

13. PUBLICITY: District shall be responsible for publicizing classes in the quarterly Recreation Magazine and as applicable, press releases. Contractor may not circulate any publicity without prior approval of the Recreation Supervisor or designee. Contractor will furnish the District with program content and descriptive material as may be necessary to publicize the activity. Contractor gives permission to be photographed and permits the District to use images for the purpose of publicizing classes. No compensation shall be given for use of these photographs and these images become the sole property of the District.

14. CPR & FIRST AID CERTIFICATION: All Contractors and their employees will be required to obtain Adult, Infant & Child CPR and First Aid Certification within 6 months of initial contract date with the District. The District will provide a list of classes offered at the Community Center that will be available to Contractors to attend. Contractors are required to pay the fee for the certification card with the District run classes. If these classes do not meet the needs of the Contractor, they will be provided a list of agencies out of the District that can fulfill this need at full cost to the Contractor. Instructors are required to provide a basic first aid kit and bring it to each session.

15. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purported to be such an amendment, signed and acknowledged by both parties hereto.

16. INSTRUCTOR MEETINGS: As a condition of this contract you will be required to attend at least one (1) Instructor meeting per year.

17. The District and/or the contract instructor reserves the right to terminate the contract at anytime regardless of cause.

Pleasant Valley Recreation & Park District 1605 E. Burnley Street Camarillo, CA 93010 (805) 482-1996 Fax (805) 482-3468

IN WITNESS HEREOF:

CONTRACTOR

PLEASANT VALLEY RECREATION & PARK DISTRICT

Signature

Signature

Print Name

Date

Print Name

Date