

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as "Agreement") made this Date day of Month, 20Year by and between the Village of Wellington, (hereinafter referred to as "Wellington") whose address is 12300 Forest Hill Boulevard, Wellington, FL 33414 and Contractor Name, (hereinafter referred to as "Contractor") whose address is Contractor Address.

Contractor is a:

- ☐ Sole Proprietor,
- ☐ Corporation existing under the laws of _____,
- ☐ Limited Liability Company existing under the laws of _____,
- ☐ Partnership existing under the laws of _____,
- ☐ Limited Liability Partnership, existing under the laws of _____,

Contractor's Social Security Number is SSN (if an **individual**) or Federal Tax Identification Number is FIN (if an **entity**).

Wellington agrees to hire Contractor as an Independent Contractor to perform the services set forth herein, and therefore, both parties acknowledge and agree to the following terms and conditions:

(1) Recitals:

The above recitals are true and correct and are incorporated herein by reference.

(2) Services:

Contractor agrees to provide Wellington with the following services (the "Services"):

(3) Service Dates:

Contractor shall provide the above services to Wellington for a 3 year period from October 1, 2016 through September 30, 2019 with two (2) one-year renewal options at the discretion of the Village of Wellington with mutually agreeable terms and conditions.

(4) Relationship:

Contractor understands that his/her/its relationship with Wellington is that of an Independent Contractor and ***not*** an employee or agent of Wellington. Services provided by Contractor are not and shall not be construed to be an integral part of Wellington's governmental functions. The relationship between Wellington and Contractor is dependent upon the services needed by Wellington at any given time. Nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, or other type of business relationship between Contractor and Wellington.

(5) Manner of Performance:

- a. Contractor warrants that he/she is fully skilled and experienced in the above described services, and that Wellington shall rely upon him/her/it to perform the contracted services lawfully and in a manner consistent with the highest professional standards and ethical conduct. Contractor warrants that he/she/it

holds any and all applicable licenses/certifications as required by law.

- b. Wellington reserves the right to enter and observe any program at any time.
- c. ***Program Evaluations are mandatory*** for each program and session and shall be returned to the appropriate Programs Coordinator immediately following ***each*** program's session. Program Evaluations and observations are used to provide first-hand knowledge of programs to the public and to ensure agreed upon services are provided, safety is maintained, standards are met, and ideal results are achieved by Contractor. Wellington reserves the right to waive this requirement, in its sole discretion, when deemed appropriate by the event coordinating Manager.
- d. Failure by Contractor to provide the quality of services or job performance expected by Wellington shall be cause for termination of this Agreement. Wellington may, at its discretion, permit Contractor a reasonable opportunity to correct Contractor's deviation from standards.
- e. The services to be provided by Contractor under this Agreement are unique to Contractor and may not be provided by any other individual or entity (on behalf of Contractor) without prior written approval from Wellington.

(6) Facilities:

- a. Wellington will provide Contractor with a sufficient area in which Contractor may perform the services agreed to under this Agreement. Due to the multiple uses and functions within the facilities, rooms are subject to change at any time and are not guaranteed to be consistent. ***Wellington reserves the right to relocate an activity in its sole discretion.***
- b. Contractor is responsible for cleaning the area and leaving it in the condition it was found. Contractor must seek permission any time food or drink will be served.
- c. Storage depends on the availability of space and is not guaranteed. If storage space is available, Wellington will not be held responsible for any personal equipment, supplies, or for anything left behind. Items left after an activity will be treated as trash and may be discarded.

(7) Contractor's Responsibilities:

Under this Agreement, Contractor must:

- a. Provide safe, professional, and positive instruction to participants of Wellington's youth, adult, and senior programs, classes, and other activities as provided in this Agreement.
- b. Provide Wellington with a detailed program plan in the form of a Program Worksheet (provided by Program Coordinator) for all programs provided by Contractor. Program Worksheets must include but are not limited to the following information: specific session dates/days (including skip days, holidays, make-ups, etc.), times, minimum/maximum number of students, ages, gender, instructor contact information, and any specific program requirements or details. Program Worksheets will be due ***on or prior*** to the date set by Program Coordinator. ***Failure to submit information by designated deadline will result in late processing and is not guaranteed to be processed at all.***
- c. Prepare promotional announcements and materials for programs/services provided by Contractor. ***Promotional materials must be submitted to Wellington in electronic form, and both parties must review and approve the materials before they are displayed.*** It is the responsibility of Contractor to ensure his/her flyers/promotional materials are correct, and in stock. Contractor accepts all responsibility for misprints. All additional advertising must also be approved by Wellington.

- d. Maintain up-to-date rosters and ensure that all program participants have completed the proper registration process ***before*** participating in the program. Individuals who have not completed Wellington's registration process of paying the program fee and signing the required program/facility waiver ***shall not*** be permitted to participate in any portion of the program.
- e. Monitor and record the attendance of all participants for each program. Class Attendance Worksheets will be provided by Programs Coordinator or Facility Program Monitor upon request and must be submitted to Wellington upon the conclusion of each program session. ***It is the responsibility of Contractor to request the Class Attendance Worksheets for each program.***
- f. Inspect the activity site prior to beginning each class. If unsafe conditions are found, immediately report the conditions to Wellington and postpone the program until further direction from Wellington.
- g. Immediately report all accidents or injuries to Wellington. A detailed incident report must be completed by Contractor and submitted to the coordinator/manager within 24 hours of the incident.
- h. Comply with all of Wellington's "Program Policies" and any future policies that are developed and are communicated to Contractor either verbally or in writing.

(8) Non-Exclusive Relationship:

Neither Contractor nor Wellington has an exclusive relationship with the other. Contractor can perform the above described services for another person or business as long as it does not interfere with Contractor's services for Wellington. Likewise, Wellington reserves the right to contract another Contractor for the same or similar services based on the needs of Wellington and the community.

(9) Compensation:

Wellington agrees to pay Contractor for performance of the above-described services on a per-program basis, and not on any other basis. Wellington agrees to pay Contractor at the rates set forth in EXHIBIT "A," which is attached and is part of this agreement.

(10) Expenses:

Contractor is responsible for all costs and expenses associated with performing services under this Agreement, including all background and fingerprinting costs.

(11) Taxes:

- a. Contractor is solely responsible for the reporting and payment of all federal, state, and or local self-employment or income taxes, licensing fees, or any other taxes or assessments levied by any governmental authorities on any earnings made as a result of Contractor's independent contractor relationship with Wellington.
- b. Contractor agrees to hold Wellington harmless for the payment of any and all federal, state, and or local self-employment or income taxes, or other assessments levied by any governmental authorities on any earnings made as a result of Contractor's independent contractor relationship with Wellington.
- c. In the event (1) that any state or federal governmental agency or court determines that the relationship between Wellington and Contractor is one of employment rather than independent contractor, and (2) as a result of that determination, Wellington is required to pay social security or unemployment compensation taxes or any other taxes, or any penalty with respect to Contractor for any period of time prior to that determination, Contractor agrees to reimburse Wellington to the extent of any refund to Contractor of taxes previously paid by Contractor as a result of that determination.

(12) Insurance:

Wellington is not liable for or responsible for the provision of workers' compensation or unemployment compensation insurance for the benefit of Contractor or any of Contractor's sub-contractors, employees, or agents, if any. Further, to the extent required by Wellington's Risk Management Department, Contractor shall provide Wellington with copies of his/her/its General Liability Insurance. If deemed necessary, Automobile Liability Insurance and additional coverage's may be required by the independent contractor.

(13) Indemnification:

- a. Contractor understands and agrees that with regard to Contractor's performance of any and all services pursuant to this Agreement, Contractor assumes full responsibility for compliance with all federal, state, and local laws, rules, regulations, codes, directives, guidelines and ordinances which may govern or regulate such services, Contractor's status, and Contractor's employment relationship with others.
- b. Contractor assumes responsibility for liabilities, attorney fees, or costs incurred as a direct or indirect result of the parties' independent contractor relationship, whether under workers' compensation laws, or under any other federal, state, or local laws, rules, or regulations, codes ordinances, guidelines and or directives. Contractor expressly agrees to hold Wellington and its principals, officers, directors, partners, agents, affiliates, related entities, and employees harmless for and indemnify Wellington for any and all claims, suits, matters, causes of action and judgments brought against Contractor, including all costs and attorneys' fees associated therewith at.

(14) Background Investigation:

- a. Contractor attests that he/she/it has not previously been accused of, charged with, or convicted of any crimes or offenses involving sexual misconduct, improprieties, or other offenses involving immoral or indecent behavior or sexual crimes with work or non-work related matters.
- b. Wellington reserves the right to contact Contractor's previous clients or employers for pertinent background information.
- c. Wellington requires an official criminal investigative background and fingerprint report from the Florida Department of Law Enforcement for Wellington's database. FDLE investigative criminal background and fingerprint reports require processing fees, which shall be paid by Contractor. Background requirements are **mandatory** and must remain up to date as long as Contractor's services are provided. Contractors with expired records are subject to suspension or termination of services.
- d. **All** full-time, regular, and consistent employees/assistants hired by Contractor must be approved by Wellington and undergo Wellington's background investigation process and must remain in good status as long as they are employed by Contractor. Contractor is responsible for all processing fees.
- e. This Agreement shall not become effective and Contractor is prohibited from commencing any services under this Agreement for Wellington until all requirements for FDLE background check and reference information are completed.
- f. Contractor will adhere to all requirements by the Florida Department of Children and Family.

(15) Termination:

Either party may terminate this Agreement upon 15 days written notice. Wellington reserves the right to cancel this Agreement at any time for any reason upon providing Contractor 24 hours' notice. All sums due Contractor at the time of termination will be paid by Wellington in the ordinary course of business. Upon termination of this Agreement, Contractor agrees to promptly return all property belonging to Wellington.

(16) Attorneys' Fees :

In the event any action for is instituted by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, costs and expenses as may be determined by the court.

(17) Construction and Severability:

Wellington and Contractor agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

(18) Governing Law and Venue:

This Agreement shall be governed in accordance with the laws of the State of Florida, and venue for any action enforcing the terms of this Agreement shall be Palm Beach County, Florida.

(19) Entire Agreement:

This Agreement constitutes the entire agreement between the parties in connection with the subject matter of this Agreement and supersedes any and all prior agreements, negotiations, discussions, whether oral or written, between the parties. There are no statements, promises, representations, warranties or agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

(20) Headings:

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(21) Assignment:

This Agreement may not be assigned without the consent of the non-assigning party. This Agreement is binding upon the parties hereto, their heirs, successors and or assigns.

(22) Effective Date:

This Agreement shall become effective upon execution of all parties and compliance with the obligations set forth in paragraph Fourteen (14) above. No services shall be provided prior to the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CONTRACTOR:

By:_____

Print Name:_____

Acknowledgment for Individual

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Corporate Acknowledgement
(If Independent Contractor is a Corporate Entity)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ as _____ of _____, a _____ corporation, who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the corporation, who produced their drivers' licenses as identification, and who did or did not take an oath.

WITNESS my hand and official seal this ____ day of _____, 20____.

Notary Public, State Of Florida
My Commission expires:

ATTESTS:

VILLAGE OF WELLINGTON

By: _____
Rachel Callovi, Village Clerk

By: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Laurie Cohen, Village Attorney

“EXHIBIT A”

This is an attachment to the Independent Contractor agreement with _____.
Nonresident fees and any subsequent fee increases shall be retained by Wellington from this point forward:
Payment shall be made as follows:

Independent Contractor receives 100% of Resident rate for the following:

- Racquet re-string @ \$12 each
- Match Coaching Fee @ \$50 per match
- Ladies Team Practice @ \$85.00 each

Independent Contractor receives 75% of resident rate for the following:

Junior Tennis programs

- Private Lessons
- Tennis Summer Camps
- Beginner Clinics
- Junior Tennis Performance - 10 & under

****rates vary. Instructor will be paid 75% of the amount of resident revenue reported on program rosters submitted by coordinator to OFMB.***