

## INDEPENDENT CONTRACTOR AGREEMENT

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

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 \_\_\_\_\_ (if an **individual**) or Federal Tax Identification Number is \_\_\_\_\_ (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"):

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### **(3) Service Dates:**

Contractor shall provide the above Services to Wellington from \_\_\_\_\_ through \_\_\_\_\_.

### **(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 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***

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For Wellington: \_\_\_\_\_

***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 hereto and incorporated herein.

**(10) Expenses:**

Contractor is responsible for all costs and expenses associated with performing the 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.

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For 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 may be required to provide Wellington with copies of his/her/its General Liability Insurance, Professional Liability Insurance, Automobile Liability Insurance for hired and non-hired vehicles and such other insurance as is required by Wellington and with such deductibles as the Risk Management Department requires.

**(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. In consideration for this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor hereby releases, indemnifies, and holds harmless Wellington, its officers, agents, elected officials, and employees ("Indemnified Parties") from and against all claims, damages, actions losses, and expenses including, without limitation, claims by or on behalf of Contractor, its employees, officers, agents, and representatives, for personal injury, illness, death, medical bills or any other type of injury or damage, together with attorneys' fees, at both the trial and appellate level, arising out of, resulting from, or relating to Contractor's provision of the Services pursuant to this Agreement, or Contractor's violation of any rule, law, code, ordinance, emergency order, or federal, state, or local health guidelines with respect to its provision of the Services under this Agreement, whether caused by the negligence of the Indemnified Parties or otherwise. Contractor acknowledges, understands, and agrees that this provision is binding upon it, as well as its successors, assigns, and legal representatives. Nothing contained herein shall be construed or interpreted as consent by Wellington to be sued, nor as a waiver of sovereign immunity beyond the waiver of monetary limits provided in section 768.28, Florida Statutes. The provisions of this paragraph shall survive the termination of this Agreement and are in addition to, and supplemented by, the Release, Indemnification, and Hold Harmless Agreement Relating to Coronavirus/COVID-19 attached as EXHIBIT "B" and incorporated herein.

**(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

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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:**

Contractor may terminate this Agreement upon providing 15 days' written notice to Wellington. Wellington reserves the right to cancel this Agreement at any time for any reason upon providing Contractor with 24 hours' notice. All sums due to 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 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.

Contractor's Initials: \_\_\_\_\_

For Wellington: \_\_\_\_\_

**(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 assigns.

**(22) Scrutinized Companies:**

If Contractor is a corporate entity, Contractor certifies pursuant to sections 215.4725 and 287.135 of the Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, Contractor further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If Wellington determines, using credible information available to the public, that Contractor has submitted a false certification, Wellington may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

**(23) Effective Date:**

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

**(24) Counterparts:**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**(25) Compliance with F.S. 448.095:**

Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

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

**CONTRACTOR:**

**By:**\_\_\_\_\_

**Print Name:**\_\_\_\_\_

Contractor's Initials:\_\_\_\_\_

For Wellington:\_\_\_\_\_

**Acknowledgment for Individual**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ [insert status], ☐ who is personally known to me or ☐ who has produced as identification Driver's License # \_\_\_\_\_ or (other identification) (describe) \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

**Corporate Acknowledgement**

(If Independent Contractor is a Corporate Entity)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ (INSERT TITLE), of \_\_\_\_\_ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.], (insert status ie: a corporation existing under the laws of the State of \_\_\_\_\_, ☐ who is personally known to me or ☐ who has produced as identification Driver's License # \_\_\_\_\_ or (other identification) (describe) \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State Of Florida  
My Commission expires:

Contractor's Initials: \_\_\_\_\_

For Wellington: \_\_\_\_\_

**ATTESTS:**

**VILLAGE OF WELLINGTON**

By: \_\_\_\_\_  
Chevelle D. Addie, Village Clerk

By: \_\_\_\_\_  
Department Director

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Laurie Cohen, Village Attorney

Contractor's Initials: \_\_\_\_\_

For Wellington: \_\_\_\_\_



**EXHIBIT A**  
Independent Contractor Agreement  
Compensation Schedule

This is an attachment to the Independent Contractor Agreement with

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Payment shall be made as follows:

Independent Contractor receives:

- Racquet re-string @ \$12 each
- Match Coaching Fee @ \$50 per match
- Ladies Team Practice @ \$85 each

Independent Contractor receives \_\_\_\_\_% of the resident rate revenue collected from each participant for tennis programs they instruct. Junior's Programs may be allocated between all independent contractors who participate in a given session.

Contractor's Initials: \_\_\_\_\_

For Wellington: \_\_\_\_\_

## **EXHIBIT B**

### **Release, Indemnification, and Hold Harmless Agreement Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and the State of Florida remains under a Public Health Emergency declared by the Governor. COVID-19 is a new virus, highly contagious, and despite reasonable precautions, may be transmitted. COVID-19 is believed to spread mainly from person-to-person through respiratory droplets produced when an infected person coughs or sneezes. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Contractor is aware of the contagious nature of COVID-19 and has voluntarily chosen to provide the Services contemplated by the Independent Contractor Agreement. Contractor knowingly acknowledges that by providing the Services, it is exposing itself, its officers, agents, employees, representatives and those with whom they come into contact, to the risk of becoming infected with COVID-19, or Multisystem Inflammatory Syndrome (MIS-C), which may result in serious personal injury, illness, permanent disability and death. Contractor understands that the risk of becoming infected with COVID-19 or MIS-C may result from the actions, negligence, and failures to act of Contractor and others, including but not limited to the Village of Wellington and others with whom Contractor comes into contact in providing the Services.

In consideration for being permitted to provide the Services during the current state of emergency relating to COVID-19 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor hereby releases, indemnifies, and holds harmless Wellington, its officers, agents, elected officials, and employees ("Indemnified Parties") from and against all claims, damages, actions, losses, and expenses including, without limitation, claims for personal injury, death, medical bills or any other type of injury or damage, and attorneys' fees, at both the trial and appellate level, arising out of, resulting from, or relating to itself, its officers, agents, employees, or representatives contracting, spreading, or becoming ill from COVID-19 or MIS-C as a result of providing the Services, or its violation of any rule, law, code, ordinance, emergency order, or federal, state, or local health guideline with respect to providing the Services whether caused in whole or in part by the negligence of the Indemnified Parties or otherwise.

Contractor acknowledges, understands, and agrees that all provisions of this Release shall be binding upon it, as well as its successors, assigns, and legal representatives. Contractors' agreement to indemnify and hold harmless the Indemnified Parties includes attorneys' fees and costs actually incurred thereby, regardless of whether or not suit is brought or any appeal is taken therefrom. Contractor acknowledges and agrees that neither Wellington nor any of the other parties indemnified or held harmless herein shall ever be deemed an insurer against any loss, damage, injury or death

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For Wellington: \_\_\_\_\_

occurring in or with respect to providing the Services under the Independent Contractor Agreement. Contractor expressly agrees that the foregoing Release is intended to be as broad and inclusive as permitted by law.

**CONTRACTOR:**

By:\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (if Contractor is a corporate entity)

\_\_\_\_\_  
Date

Contractor's Initials:\_\_\_\_\_

For Wellington:\_\_\_\_\_