

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between
Indian Hills General Improvement District Recreation Department
and

Name: _____

Address: _____

Phone: _____

The parties agree to the following terms:

- 1. Service and Payment.** The parties agree that the services to be performed are as follows:

Course Title _____

Date of Course _____

Class Fee _____

Percentage or Other Fee
Paid To Instructor _____

Special Equipment
Requested _____

Other _____

- 2. The Contractor agrees to:**
 - Begin and end classes as scheduled.
 - Leave classroom/facility as found, in a neat and presentable condition.
 - Return all equipment used by the instructor and class participants to its proper place of storage.
 - Supply all materials other than those named in the Instructor Agreement.
 - Call the Recreation Department at least (2) days prior to class starting date to verify enrollment.
 - Arrange to receive class rosters.
 - Organize, plan, and teach the program as described in the announcements.
 - Promote the activity for which he/she is contracted to teach. It is required, however, that all promotional materials prepared by the instructor be approved by the Department in advance of distribution to the public.

- Verify that all participants attending your program are enrolled in the class.
- Advise the Department, after the first class meeting, regarding the accuracy of the class roster and regarding the non-registered attendees. Payment of your fees is dependent upon this information. Updated rosters will be provided when requested.
- Other than collecting an advertised supply fee, instructors may not accept fees at any time. A contract may be terminated in the event any payment is accepted from participants.
- Instructors are not to sell merchandise or promotion items without prior approval from the Department.
- If, for any reason, the instructor must cancel a class, it is the instructor's responsibility to make up the class at a later date. The Department must be notified of any cancellations. If less than (24) hours notice is given, the instructor may be asked to assist in calling the class participants to confirm the cancellation.
- Take full responsibility for any keys that may be signed out to you. In the event a key is lost, the Contractor agrees to pay a charge to replace the key and/or to re-key a classroom/facility.
- Satisfaction Guarantee request may be granted if a participant is not completely satisfied with the program after attending the first class. Participants may repeat the class at no charge, receive full credit that can be applied to other programs or receive a full refund.
- If any changes are made to your class, a new Instructor Agreement must be completed.

3. The Department agrees to:

- Announce course and handle related promotional activities.
- Manage registration and provide instructor with a class roster.
- Arrange for any equipment, as needed, in accordance with the Agreement.
- Provide a classroom/facility for your program. Note: Circumstances may require cancellation or rescheduling of a class or room. The instructor will be given as much notice as possible.
- Pay your class percentage in a timely manner after the completion of the class.

4. Both parties agree:

- The Department may contract with other instructors to conduct classes in the same subject matter if public interest and demand warrant, or for other circumstances as deemed appropriate by the Department.
- The Department understands and agrees that lesson plans and manuals as provided by instructors, are the property of the instructor and the Department shall not use this material for purpose of its own, without written consent.

5. **Effective Date of Contract.** This contract will become effective upon execution by the Department.
6. **Independent Contractor Status.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a District employee and that there shall be no:
- (1) Withholding of income taxes by the District;
 - (2) Industrial insurance coverage provided by the District;
 - (3) Participation in group insurance plans which may be available to employees of the District;
 - (4) Participation or contributions by either the independent contractor or the District to the public employees retirement system;
 - (5) Accumulation of vacation leave or sick leave;
 - (6) Unemployment compensation coverage provided by the District if the requirements of NRS 612.085 for independent contractors are met.
7. **Industrial Insurance. A.** Unless the Contractor complies with ¶ B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the District to make any payment under this contract, to provide the District with a work certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the qualified insurer:

(Company Name) has entered into a contract with Indian Hills G.I.D. to perform work from (starting date) to (ending date) and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, provide to Indian Hills G.I.D. 1) a certificate of coverage issued pursuant to NRS § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to;

Indian Hills G.I.D. Recreation Dept.
3400 James Lee Park Lane
Carson City, Nevada 89701

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that District may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

- (1) In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- (2) Is otherwise in compliance with those terms, conditions and provisions.

- 8. Termination of Contract.** This contract may be revoked without cause by the Department at anytime.
- 9. Construction of Contract.** This contract shall be construed and interpreted according to the laws of the State of Nevada.
- 10. Assignment.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the District.
- 11. Indemnification.** Contractor agrees to indemnify and save and hold the District, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.
- 12. Modification of contract.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Contractor (Date)

Recreation Department (Date)

AFFIDAVIT

I, _____, on behalf of my company, _____,
being duly sworn, depose and declare:

- 1) I am a Sole Proprietor;
- 2) I will not use the services of any employees in the performance of this contract;
- 3) I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4) I am otherwise in compliance with the terms, conditions and provisions of NRS chapters 616A-616D.

I release Indian Hills General Improvement District and its employees from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____.

Signature

State of Nevada
County of Douglas

On this _____ day of _____, _____ before the undersigned Notary Public, personally appeared _____ having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that _____ executed it.

Witness my hand and official seal.

Notary's Signature

Class Proposal/Outline Form

Please print & complete in detail the following information. This information & description provided is how your class will appear in any publicity provided by the District. (Remember to double check that your days & dates match.)

Age Groups:	Pre-Kinder (up to 6yrs)	Youth (7-12yrs)	Teens (13yrs +)	Adults	Seniors
	?	?	?	?	?

Class Title _____

Instructor's Name _____

Class Description _____

Class Time _____ Class Location _____

Class Day	Class Date	Class Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Minimum Class Enrollment _____ Maximum Enrollment _____

Will students need to furnish any supplies? ? Yes ? No
If yes, please list _____

Instructor Profile (Education, experience, training, awards, etc..)

