



Independent Contractor Agreement

This will confirm your agreement with us regarding the following services you will undertake. The formal details are listed below to avoid any confusion or misunderstandings.

1. **Parties:** This Agreement is between Livermore Area Recreation & Park District (referred to as "LARPD" in this Agreement), whose principal place of business is 4444 East Avenue, Livermore, CA 94550-5053, and Bay Area Debate Club (referred to as "Contractor" in this Agreement), whose principal place of business is 45630 Parkmadow Ct. Fremont, CA 94539
2. **Term of agreement:** This Agreement becomes effective on 1/1/2015. This Agreement will terminate on 1/1/2016.
3. **Work to be performed:** Contractor agrees to perform the following services: Conducting Public Speaking and Debate Classes and certifies that he/she is a person trained and qualified to perform such services for LARPD. For simplicity, Contractor's services will be referred to as "Work" in this Agreement.
4. **Fees:** LARPD agrees to pay Contractor _____ OR **60** % of gross program fees for the services Contractor performs according to the terms of this Agreement. After services are performed Contractor will submit a "Payment Request From Instructor" (referred to as "Invoice") on Contractor letterhead stating activity #, description, activity dates, # of students, charge per student and gross revenue per activity, and shall include all waiver forms.
5. **Expenses:** Contractor will be responsible for all expenses incurred in performing the Work specified in this Agreement including, but not limited to tools and equipment in good safe working condition, overhead, license fees, fingerprinting of self and employees or contract workers, travel, meals, insurance premiums, and any salary or other compensation paid to Contractor's employees or contract workers.
6. **Independent contractor status:** Contractor is engaged in an independent business with a substantial investment in Contractor's own business and equipment. Contractor is not LARPD's employee and does not receive training from LARPD. Contractor acknowledges that LARPD does not supervise or control Contractor's work in any manner. Therefore, Contractor has the sole right to control and direct the means, manner, and method by which the Work required by this Agreement will be performed. Contractor sets his/her own work hours and works at his/her office or any other place Contractor chooses. Contractor performs work for other companies and has the right to continue to do so. Contractor will furnish all equipment, labor, and materials needed for the Work required by this Agreement. Contractor has the right to hire assistants as subcontractors, or to use employees to do the Work. Contractor's employees or contract personnel are not employees of LARPD. Contractor is solely responsible for all wages, costs, and expenses of such employees or contract personnel and has the sole and exclusive right to supervise and control them. LARPD will not require Contractor or Contractor's employees or contract personnel to devote full time to performing the Work required by this Agreement.
7. **Benefits:** Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible for workers' compensation or unemployment insurance benefits from LARPD and therefore will not apply for such benefits. Also, neither Contractor nor Contractor's employees or contract personnel may participate in any employee pension, profit sharing, health, vacation pay, sick pay, or other benefit plan of LARPD.
8. **Workers' compensation:** If Contractor hires others to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide LARPD with a certificate of coverage.
9. **Hazards, Injuries:** Contractor further agrees to accept all hazards and injuries which Contractor may receive in the course of performing this contract and agrees to hold harmless LARPD, the Board of Directors and each member thereof, all officers and employees of LARPD and any organization, group, or individual therein under the supervision of the Contractor which Contractor receives in the performance of his/her duties under the terms of this Contract or for any act of which Contractor may be adjudged liable.
10. **Taxes:** Since Contractor is an independent business, Contractor is responsible for and will timely pay all income, Social Security, self-employment, unemployment, and other taxes that may be due as a result of payments to Contractor under this Agreement. On request, Contractor will provide LARPD with proof that such payments have been made. No taxes will be withheld from LARPD's payments to Contractor.

Contractor will complete an IRS Form W-9 certifying that Contractor is not subject to backup withholding. LARPD will provide Contractor with an IRS Form 1099 at the end of each year showing all fees paid to Contractor during the year. In the event of an audit, Contractor agrees to promptly cooperate with LARPD and provide copies of Contractor's state and federal income tax returns and other documents as LARPD may reasonably request.

- 11. Business permits, certificates, and licenses:** Contractor agrees to comply with all federal, state, and local laws requiring business permits, certificates, and licenses necessary to perform the Work described in this Agreement. All contractors must have a current "City of Livermore" business license. Business license requirement is waived for Contractor if Contractor classified as a "club" according to IRS.
- 12. Liability insurance:** Contractor agrees to maintain a liability insurance policy of at least **\$1,000,000** to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement unless waived by LARPD General Manager. Contractor will provide a copy of the declarations page of the policy to LARPD. Contractor also agrees to have LARPD named as an additional insured under the policy.
- 13. Fingerprinting:** While fingerprint clearances for Contractors do not go to LARPD, Contractor is required to be fingerprinted. Contractor is also required to have all Contractor employees, contract workers and volunteers fingerprinted. Contractor is responsible for all fingerprinting costs. Contractor certifies that Contractor, Contractor employees and Contractor volunteers have been fingerprinted and have not been convicted of any offenses or attempted offenses within the last 10 years under CA. Penal Code 5164. (See attached list of offenses).
- 14. Miscellaneous:** LARPD shall sponsor agreed upon classes, programs, leagues, and special events to be conducted by Contractor and shall at its expense make available to Contractor the times and on the dates set forth hereinafter above, the place at which said classes/activities are to be held. Contractor, in the conduct of the services contemplated hereunder shall abide by all laws, ordinances and by the rules and regulations adopted by LARPD relating thereto.
- 15. Termination:** This Contractor understands that LARPD may cancel this Agreement at any time should enrollment / participation be insufficient, or should funds or facilities become unavailable, or should the Contractor not perform the services herein to the satisfaction of LARPD, and that LARPD shall not be liable for compensation of the Contractor for the remainder of the Agreement should it be cancelled.
- 16. No partnership or agency:** This Agreement does not create a partnership or agency relationship between LARPD and Contractor. Contractor does not have authority to enter into contracts on behalf of LARPD without separate written approval from LARPD.
- 17. Binding effect, entire agreement, modifications, waiver:** This Agreement will be binding on the heirs, successors, and assignees of the parties. It may not be assigned without the written consent of both parties. This is the entire agreement between LARPD and Contractor. It supersedes all prior agreements, if any. It can only be changed by a written agreement signed by LARPD and Contractor. If any part of this Agreement is deemed unenforceable, the remaining portions will continue in full force and effect. A waiver of a breach of any portion of this Agreement will not be considered to be a waiver of any future breaches. This Agreement will be governed by California law.

By signing below, Contractor and LARPD acknowledge and agree to the terms set out in this Agreement.

CONTRACTOR

Business Name: Bay Area Debate Club

By: Name Printed Ritu Khurana Signature  Title owner

Date 1/13/15 Email: info@bayareadebateclub.com Phone 5105732497

Tax ID # or SSN 45-4255717

LARPD SUPERVISOR

By: Name Printed Moe Kline Signature _____ Title _____

Date 1/1/2013