



RIO LINDA ELVERTA
RECREATION AND PARK DISTRICT
 810 OAK LANE
 RIO LINDA, CA 95673
 (916) 991-5929 fax (916) 991-2892

INSTRUCTOR/ACTIVITY CONTRACT

By this agreement made and entered into on _____ by and between the Rio Linda Elverta Recreation and Park District (hereinafter referred to as RLERPD) and:

Name: _____

Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

(Hereinafter referred to as Contractor), in consideration of their mutual covenants, the parties hereto agree as follows:

CONTRACTOR: shall provide instruction in _____. Contractor agrees to assume responsibility for materials, equipment and supplies of whatever nature required to conduct the class. Contractor will keep accurate records, attendance figures, conduct class evaluations upon request and supervise participants in a healthful and safe manner.

Initial _____

DELIVERY:

CLASS	DATE(s)	TIME
LOCATION	DAY(s)	FEE

INDEPENDENT CONTRACTOR: At all times during the term of this agreement, Contractor shall be an independent contractor and shall not be an employee for RLERPD. RLERPD shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this agreement; however RLERPD shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this agreement. Contractor shall be liable for Contractor's own actions, omissions and errors, including Contractor's negligence or gross negligence and shall be liable for acts, omissions or errors of Contractor's agents or employees.

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CONTRACTOR NOT AGENT: Except as RLERPD may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of RLERPD in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this agreement, to bind any obligation whatsoever.

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COMPENSATION: For the full performance of this agreement, RLERPD shall pay Contractor **70%** of the fees collected.

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TERM: This Agreement shall commence on the date first written above, and will carry forward for a period not to exceed 1 year, unless terminated by either party in accordance with the provisions set forth under TERMINATION.

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TERMINATION: District may terminate this Agreement, as a matter of convenience, by providing Contractor with fifteen (15) days prior written notice of termination. The RLERPD Recreation Supervisor shall give notice of termination. Similarly, Contractor may terminate the Agreement by providing the District with a minimum of thirty (30) days prior written notice, provided that no termination by Contractor shall be effective prior to rendition of services for which money has been collected from the participants.

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ASSIGNMENT PROHIBITED: No party to this agreement may assign any right or obligation pursuant to this agreement. Any attempt or purported assignment of any right or obligation pursuant to this agreement shall be void and of no effect.

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STANDARD OF PERFORMANCE: Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards observed by a competent instructor in the Sacramento area in the activity for which Contractor will provide instruction.

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NON-DISCRIMINATION: Contractor agrees not to discriminate against any person because of race, color, religion, sex, national origin, age, handicap, marital status, or pregnancy in any activity for which Contractor is providing instruction under this agreement.

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FINGERPRINTING REQUIREMENT: Any Contractor with supervisory or disciplinary responsibilities over minors is required to be fingerprinted as per State of California, Public Resources Code, Section 5164. Contractor is to provide documentation of all employees fingerprint clearance upon request from the District.

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PAYMENT SCHEDULE: Payment shall be due and payable upon completion of instructional services rendered, but within no more than thirty (30) days from and after the final date of said class(es) to be provided by Contractor. For ongoing activities, a monthly check will be issued. Recreation Division will initiate a claim to the Financial Department for services rendered and you will receive a check(s) by mail.

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REGISTRATION: The District shall approve and collect all registration fees and administer form requirements. Contractor may be required to collect fees and obtain waiver signatures for District of drop-in participants only. All registration payments must be turned into the District Office within 24 hours of collection. If applicable, pre-approved lab/supply fees shall be collected by Contractor on the first day of class. The District shall provide Contractor with a class roster prior to the start of the program upon Contractor request. Contractor shall arrive 15 minutes prior to the commencement of class and attend the first scheduled class, regardless of pre-registration numbers unless otherwise agreed upon by Contractor and District.

Initial _____

PROGRAM UPDATES: The District's Activity Guide is published two times a year. It is ONLY at that time that program information can be updated or modified.

Initial _____

ADVERTISING: The District may include class information in each (2 per year) seasonal Activity Guide, press releases and seasonal delivery of the Activity Guide or fraction thereof to the schools and local businesses. Contractor shall obtain district approval prior to the distribution of any literature or public service announcement pertaining to the program being advertised. All literature must include RLERPD logo.

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OWNERSHIP OF DOCUMENTS: Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original documents, rosters, and other related material generated in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused or otherwise disposed of by the District without the permission of Contractor.

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BUILDING ACCESS: The Contractor agrees to operate within the guidelines of the RLERPD Building Policies and Procedures as it pertains to facility usage. The contractor shall not be issued keys or a Building Access Code/Personal Identification Number for facility access.

Initial _____

INDEMNIFICATION CLAUSE: The Contractor hereby agrees to defend, indemnify and hold harmless, and release and discharge RLERPD, its officials, employees, and volunteers from all liability, damages, costs, and expenses of whatever kind (including reasonable attorney's fees) for (i) injuries to person or property suffered by any persons (including, but not limited to the Contractor, the Contractor's employees, or students) arising from or connected with this Agreement or the Contractor's activities, selection, or supervision, and (ii) the Contractor's breach of any representation, warranty, or obligation under this Agreement. Therefore, the Contractor acknowledges and has evaluated the inherent risks involved in operating his/her activity and has secured sufficient insurance coverage.

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INSURANCE: Contractor understands the RLERPD is a member of a self-insured insurance pool known as CAPRI. CAPRI is the insurance company for the District and not for people or businesses with whom we contract. This insurance will NOT defend or pay out on claims brought against a contractor of the District. This Agreement does NOT in any way provide insurance coverage for you as an independent contractor. Therefore, if any liability claim were to occur against you and the District, you would be responsible for defending yourself, and potentially paying a claim brought against you. Contractor shall at all times during the term of this Agreement, as defined in DELIVERY at the Contractor's sole cost and expense, obtain, keep in force, and provide proof of:

Initial _____

TAX REPORTING: As a condition of this Agreement, and prior to final execution of this Agreement, Contractor is required to complete and submit an IRS Form W-9. Contractor acknowledge that

he/she will receive an IRS Form 1099-MISC from RLERPD and that Contractor shall be solely responsible for all federal, state, and local taxes. RLERPD will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes.

PERMIT/FACILITY USE AGREEMENT

RIO LINDA ELVERTA RECREATION AND PARK DISTRICT STANDARD LANGUAGE FOR INSURANCE RELATED PROVISIONS

A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless **(DISTRICT)**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **(USER/RENTER)**'s use or occupancy of a facility or property controlled by the **(DISTRICT)**, unless solely caused by the gross negligence or willful misconduct of **(DISTRICT)**, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
 - a. Such insurance shall name **(DISTRICT)**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with the **(DISTRICT)**, which shall be endorsed to provide thirty (30) days' notice to the **(DISTRICT)** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **(DISTRICT)** may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **(DISTRICT)**'s self-insurance pool.
 - c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **(USER/RENTER)** maintains higher limits than the minimums shown above, the **(DISTRICT)** requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **(DISTRICT)**.

C. INSPECTION AND USE OF PREMISES

Prior to each and every use of the Premises, **USER/RENTER** shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to **USER/RENTER** and that the conditions of the Premises are safe for the use intended by **USER/RENTER**.

USER/RENTER shall immediately notify (DISTRICT) of any condition(s) deemed by USER/RENTER to pose a risk of injury to persons using the Premises. USER/RENTER's use of the Premises, with or without the inspection required herein, shall be deemed USER/RENTER's acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

D. WAIVER OF SUBROGATION

The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District. The Facility User's insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on endorsement.

E. PRIMARY AND NONCONTRIBUTORY

Insurance provided must be primary and noncontributory and include at least an endorsement as broad as ISO CG 20 01 as respects the District, its Directors, Officers, Agents, Volunteers, and Employees. Any insurance or self-insurance maintained by the District, its Directors, Officers, Agents, Volunteers, and Employees shall be excess of the Facility User's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

F. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. A (USER/RENTER) shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The (USER/RENTER) agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The (USER/RENTER) further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. (DISTRICT) reserves the right to immediately revoke (USER/RENTER)'s right to use of the facility under this agreement should (USER/RENTER) fail to comply with any provision of this section.

G. FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the (DISTRICT) shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The (USER/RENTER) waives any right of recovery against (DISTRICT) and the (USER/RENTER) shall not charge results of "acts of God" to (DISTRICT), its officers, employees, or agents.

A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: “This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy.”
- It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
 - The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- Minimum liability limits are as follows:
 - \$2,000,000 Per Occurrence
 - \$4,000,000 General Aggregate
 - \$1,000,000 Automotive
 - \$1,000,000 Personal & Advertising Injury
 - \$1,000,000 Products Completed-Operations
 - \$1,000,000 Sexual Abuse and Molestation per Occurrence
 - \$2,000,000 Sexual Abuse and Molestation General Aggregate
- Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.
- Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants **Minimum commercial liability coverage 2M per occurrence and 4M in general aggregate.**
- Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
- The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

**Rio Linda Elverta Recreation and Park District, Its Directors, Officers, Agents,
Volunteers, and Employees
810 Oak Lane Rio Linda, CA 95673**
- No blanket endorsements will be accepted.

Initial _____

TOOLS, SUPPLIES, AND EXPENSES: The CONTRACTOR shall provide and store his/her personal tools and supplies at his/her own cost unless previous arrangements are made with RLERPD. RLERPD shall not be liable for lost, stolen, or damaged tools, supplied, or other equipment, whether or not stored with RLERPD. The Contractor is solely responsible for all costs or expenses incurred in connection with the performance of the Services, including travel costs, and in no event shall RLERPD reimburse Contractor for any such costs or expenses.

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RLERPD EQUIPMENT, MATERIALS, AND SUPPLIES: All equipment, materials, and supplies purchased by the RLERPD shall remain the property of RLERPD.

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MANDATED REPORTING: Contracted Instructors are considered a mandated reporter under the "California Child Abuse and Neglect Reporting Law." This means that if the Contracted Instructor "has knowledge of or observes a child in his/her professional capacity, or within the scope of his/her employment, which he/she suspects has been the victim of child abuse or neglect ...," a report must be filed with the Sacramento County Sheriffs Department or Child Protective Services. Reports must be made immediately, or as soon as practically possible, by phone. A written report must be forwarded within 36 hours of receiving the information regarding the incident

Contracted Instructors and their assistants are also considered Mandated Reporters under the "Elder Abuse and Dependent Adult Civil Protection Act". This means if the Independent Contracted Instructor or their assistant "has knowledge, or reasonably suspects, that types of elder or dependent adult abuse have been inflicted upon an elder or dependent adult, or his or her emotional well-being is endangered in any other way ...," a report must be filed with Adult Protective Services or Sacramento County Sheriffs Department immediately, or as soon as practically possible, by phone. A written report must be forwarded to either the Sacramento County Sheriffs Department or Adult Protective Services within 48 hours of receiving the information regarding the incident

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ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, express or implied, not specified in this Agreement. Contractor, by execution of this agreement acknowledges that Contractor has read this Agreement, understands the agreement and agrees to be bound by its terms and conditions.

Initial _____

MODIFICATION: This Agreement may be modified by mutual consent and in writing only.

Initial _____

This agreement may be amended only in writing, by mutual agreement for RLERPD and Contractor, and said amendment shall be attached to this agreement.

RLERPD SHALL BE:

Name _____ Title _____ Phone _____

Rio Linda Elverta Recreation and Park District, 810 Oak Lane, Rio Linda, CA 95673

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON ITS APPROVAL AND EXECUTION BY RLERPD. IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE.

CONTRACTOR

RLERPD RECREATION DIVISION

By _____
Instructor's Signature Date

By _____
Recreation Supervisor Date