



**PROVIDER AGREEMENT  
(Program Partnership)**

THIS AGREEMENT (this "Agreement"), is entered into by and between the Ridgeville Park District (the "Park District"), 908 Seward St, Evanston, IL 60202, and \_\_\_\_\_ (the "Provider"), whose address is \_\_\_\_\_ for the Park District's \_\_\_\_\_ Recreation Season.

- I. It is the intention of the Park District to create a non-exclusive independent contractor relationship with the Provider. This Agreement shall not be construed as creating an employer/employee relationship or joint employment relationship or joint venture between the parties.
  - A. The Provider acknowledges and agrees that neither it nor any of its employees or contractors is entitled to any benefits or protections afforded employees of the Park District nor bound by any obligations of employees of the park district. The Provider understands and fully agrees that neither it nor any of its employees or contractors will be covered under provisions of the unemployment compensation insurance of the Park District or the worker's compensation insurance of the Park District and that any injury of property damage on the job will be the Provider's sole responsibility and not the Park District's. Also, it is understood that neither the Provider nor any of its employees or contractors is protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Provider will be solely responsible for its actions and the actions of its employees or contractors. The Park District will in no way defend the Provider or its employees or contractors in matters of liability.
  - B. It is the intention of the parties to create a non-exclusive independent contractor relationship. The Provider may engage in other business activities and provide similar services to other entities and businesses, provided such services do not create a conflict of interest or interfere with the performance of the services contemplated by this Agreement.
  - C. The Provider agrees that neither it nor any of its employees or contractors will hold itself out as an employee or joint employee of the Park District to members of the public.
  - D. The Provider acknowledges and agrees it is solely responsible to pay all applicable

federal, state, and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the Provider and those employees or contractors, if any, employed or retained by Provider.

- II. A. Services to be performed by Provider include:
- Provider will offer one or more classes through the Park District as specified in the Addendum below; each class to be separately approved by the Park District.
  - Provider shall be responsible for all class content which shall be age appropriate for the registrants.
  - Provider will be responsible for providing any supplies for use at Provider's sessions. to fully and properly perform the projects and services it has been engaged to perform, and for obtaining all necessary tools, materials, and other resources necessary for their completion.
- B. Results to be achieved by Provider include:
- All services will be performed in a satisfactory, competent, professional manner, in accordance with the standards of care, skill, and diligence observed by well-qualified service providers performing such services, and in compliance with all applicable laws, regulations, and rules.
- C. Days and hours of work to be performed by Provider include:
- Provider and Park District will mutually agree as to the day and times for classes.
- D. Location(s) of work to be performed by Provider include(s):
- At a specific Park District location to be designated by the Park District after consultation with the Provider.
- E. Provider's other responsibilities include:
- Provide Park District staff with information for and changes to brochure, fees, location and/or any other matter pertaining to the program.
- III. The Provider shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to its own independent judgment subject only to class content being age appropriate for the registrants, and is solely responsible for the direction of its employees and agents. The Provider acknowledges and agrees that it will devote such times as is necessary to produce the contracted for results. The Provider represents and warrants that the Provider has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough, and satisfactory manner and understands the Park District is relying on such representation in contracting with the Provider for the services.
- IV. Authorization to Use Trademarks and Other Intellectual Property. Provider grants to the Park

District and its successors, licensees and assigns, the irrevocable and unrestricted right to photograph, film, videotape, record, use, publish, reproduce, copy, alter, edit and distribute Provider's services, trademarks, and other intellectual property in connection (the "Material"), in any reasonable manner and any medium, including the internet and social media websites, for advertising, publicity, marketing, and promotion, and to alter the same in a reasonable manner without restriction. Provider waives: (i) any rights to any payment related to the use of the Material by the Park District, (ii) any claims for infringement, rights to publicity or copyright related to the use of the Material by the Park District; and/or (iii) any rights to inspect or approve versions of his or her image and/or likeness used to the extent consistent with this section. Provider understands that all rights in the Material shall be the Park District's sole and absolute property and that Provider shall have no ownership or other rights in the Material.

- V. The duration of this Agreement will be for Fall, Winter, Spring, or Summer recreation sessions as specified above.
- VI. Enrollment and Payments
- A. Method of Enrollment:
- Park District will control enrollment in accordance with its normal enrollment procedures and will provide to the Provider a list of enrollees and will collect all enrollment and class fees. The Provider will only admit enrollees obtained by the Park District unless otherwise agreed in writing by the Park District. If the Provider receives any fees, it will immediately turn over such received fees to the Park District.
- B. Method of payment:
- Provider will set the price for each registrant per class.
  - Based on Contractor's price, the Park District will determine its mark up and the registration amount to be paid to Provider.
  - If the Park District refunds to any registrant all or any portion of a registration fee, whether as a result of class cancelation, withdrawal or other reason, Provider's fee with respect to such registrant will be reduced by the same percentage as the percentage of amount refunded bears to the full registration amount.
  - The amount to be paid by the Park District at the conclusion of a class will be equal to the number of registrants, multiplied by the price set by Provider and provided to the Park District, reduced as provided above as a result of refunds to registrants.
  - Provider shall invoice the Park District at the conclusion of classes, and the Park District shall pay amounts due within forty days of receipt of a correct invoice.
- C. The Park District will report payments as required by IRS regulations. Notwithstanding any other provision of this Agreement, no payment shall be due to Provider until Provider has delivered a completed and signed W-9 to the Park District.
- VII. The Provider acknowledges and agrees that it is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to in writing by the Park District.

- VIII. The Provider acknowledges and agrees that it is solely responsible for the actions of its employees, contractors, and agents in performing the work/services.
- IX. The Provider agrees to provide and keep in force at all times during this Agreement, the following insurance coverages:
- A. comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence, and \$2,000,000 annual aggregate;
  - B. property damage insurance;
  - C. full Worker's Compensation Insurance equal to the statutory amount required by law; and
  - D. employers' liability insurance with limits of not less than \$1,000,000.

All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the Park District no later than 7 days prior to the commencement date of this Agreement.

All insurance coverage provided by the Provider shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Provider's insurance and shall not contribute with it.

The Park District, its officers, agents, and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.

- X. To the extent permitted by law, the Provider shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, (collectively "Indemnitees") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hours claims, cause of actions, costs and expenses (including reasonable attorney) to which any Indemnitee may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law in any way arising out of any negligent or wrongful act of the Provider (or anyone acting on behalf of the Provider) and directly or indirectly in connection with, or under, or as a result of this Agreement.

- XI. The Provider acknowledges and agrees that it will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court.
- XII. The Park District may terminate this Agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The Provider shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.
- XIII. Force Majeure - In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period such delay.
- XIV. Provider agrees to submit to a criminal background check and that this Agreement is contingent upon successfully completing a criminal background check. Provider shall not assign any employee, subcontractor or other person on behalf of the Provider to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.
- XV. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless made in writing, signed by both Parties, and dated after the date hereof. This Contract is not-assignable by the Provider.
- XVI. Notices; Service of Process; Exclusive Jurisdiction. Any notice or communication under this Agreement shall be in writing and shall be effective upon personal delivery, receipt by facsimile or email (which receipt is evidenced by any means) or three business days following deposit in the United States mail by certified mail addressed to the respective Party set forth above. Each Party consents to the exclusive jurisdiction of the state courts located in Cook County, Illinois for any lawsuit arising from or related to this Agreement, and each Party consents to service of process at the address and in the manner provided herein for notices.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

\_\_\_\_\_  
Authorized Signatory for Ridgeville Park District

\_\_\_\_\_  
Provider Printed Name

\_\_\_\_\_  
Provider Signature

**Addendum -- Classes to be Offered:**

<b>Class</b>	<b>Provider's Price</b>	<b>Park District 25% Markup</b>	<b>Listing Price</b>

<b>Staff</b>	<b>Completed Background Check?</b>

**Please submit a current Certificate of Insurance with the following criteria:**

- Ridgeville Park District listed as Additionally Insured
- Ridgeville Park District listed as Certificate Holder
- Property damage insurance
- General Liability of \$1,000,000/minimum