

## INDEPENDENT CONTRACTOR AGREEMENT

This agreement for the provision of youth dance classes (“Agreement”) is made and entered into this 5<sup>th</sup> day of June, 2012 (“Effective Date”) by and between the City of Redlands, a municipal corporation (hereinafter "City") and Lorraine Montemayor, an individual (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

### RECITALS

WHEREAS, Contractor has expressed an interest in developing and conducting youth dance classes for City’s Recreation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and professional expertise similar to others in the recreation industry who conduct youth dance classes;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Lorraine Montemayor agree as follows:

### AGREEMENT

#### Section 1. Services.

A. City hereby engages Contractor to develop and conduct dance classes for City’s Recreation Division (the “Services”). The classes shall be conducted at the Redlands Community Center and may be scheduled by Contractor for any times, during week days, depending upon the availability of the Community Center. Contractor shall determine the method, details and means of performing the Services and shall advise City of the same prior to performing Services. Contractor further agrees to perform the Services to the best of its ability and in an efficient, safe and competent manner.

B. City shall register participants and collect registration fees for participants for Contractor's program as compensation for providing the Services. City shall pay Contractor seventy- percent (70%) of the fees collected no later than fourteen days after the registration period ends. Contractor shall be responsible for payment of 100% of the fees paid by a participant in connection with any refund to a qualified participant. City shall have no obligation for refunds to participants.

Section 2. Independent Contractor. It is the express intention of the Parties that Contractor is and shall remain during the term of this Agreement, an independent contractor and not be an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City. The Parties acknowledge that Contractor is not a City employee for State tax, Federal tax or any other purpose.

Section 3. Contractor's Agents. No agents of Contractor shall participate in the performance of the Services without the prior written consent of City.

Section 4. Business License. Contractor shall obtain a City of Redlands business license as a pre-condition of performing the Services.

Section 5. Termination. City shall have the right to terminate this Agreement upon twenty (20) days prior written notice to Contractor. City shall have no liability for any claims or damages resulting to Contractor as a result of any exercise by City of its right to terminate this Agreement.

Section 6. Indemnity. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees and agents, harmless from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorneys' fees and other legal expenses, arising directly or indirectly from any negligent or wrongful act or omission of Contractor in performing the Services.

Section 7. Entire Agreement/Amendment. This Agreement represents the entire agreement of the Parties as to the matters contained herein. Any amendment of this Agreement shall be effective only if it is in writing and signed by the Parties.

Section 8. Assignment. This Agreement shall not be assigned without the prior written consent of City. Any assignment, or attempted assignment, without such prior consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

Section 9. Insurance. Contractor shall obtain and maintain during the term of this Agreement all insurance required by this Section and shall submit to City certificates of insurance and appropriate endorsements evidencing that the insurance is in force and effect. Evidence of such insurance shall be provided to City concurrent with Contractor's execution of this Agreement and prior to the commencement of any Services. Acceptance of the certificates by City shall not relieve Contractor of any of the insurance requirements contained herein, nor decrease the liability of Contractor.

- A. If applicable, workers' compensation and employer's liability insurance for its employees throughout the term of this Agreement pursuant to Labor Code Sections 1860 and 3700, and in amounts which satisfy statutory requirements.
- B. Comprehensive and general liability insurance with a carrier acceptable to City in an amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. Such insurance shall not be cancelled unless thirty (30) days prior written notice is provided to City.
- C. Business automobile liability coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability.

D. Except for the workers' compensation and employer's liability insurance, City shall be named as an additional insured on all policies and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

Section 10. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

CITY OF REDLANDS

CONTRACTOR

\_\_\_\_\_  
Pete Aguilar, Mayor

\_\_\_\_\_  
Lorraine Montemayor, an individual

ATTEST:

\_\_\_\_\_  
Sam Irwin, City Clerk