

INDEPENDENT CONTRACTOR AGREEMENT

This agreement for conducting tennis instruction (“Agreement”) is made and entered into this 6th day of December, 2016 (“Effective Date”) by and between the City of Redlands, a municipal corporation (hereinafter “City”) and Benjamin Lopez, an individual, on behalf of, “BN Tennis Academy” (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 tennis instruction for City’s Recreation Division; and

WHEREAS, Contractor has represented to City that he has the requisite experience, special knowledge and professional expertise similar to others in the recreation industry who conduct tennis instruction;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Benjamin Lopez, on behalf of BN Tennis Academy, agree as follows:

AGREEMENT

Section 1. Services.

A. City hereby engages Contractor to develop and conduct tennis instruction for the City’s Recreation Division (the “Services”). The tennis classes shall be conducted at the Redlands Community Center tennis courts. Contractor shall have access to City owned portable tennis ball machine for a \$25.00 an hour rental fee to help expand the level of training options available to the public. Contractor shall determine the method, details and means of performing the Services and shall advise City of the same prior to the provision of any Services under this Agreement. Contractor further agrees to perform the Services to the best of its ability and in an efficient, safe and competent manner.

B. The Services may be scheduled by Contractor for any times, during business hours, depending upon the availability of the Redlands Community Center facility.

C. As compensation for providing the Services City shall register participants and collect registration fees for participants in Contractor's program. Contractor shall provide City with a payment invoice at the end of the registration period, and City shall pay Contractor seventy percent (70%) of the fees collected no later than twenty-one 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 the participant. City shall have no obligation for refunds.

Section 2. Independent Contractor. It is the expressed 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 Employees. No other employees or 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, with or without cause, 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. Notices. All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City: Chris Boatman, Director
Quality of Life Department
City of Redlands
PO Box 3005
Redlands, CA 92373

Contractor: Benjamin Lopez
27 Hastings Street
Redlands, CA 92373

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section.

Section 7. Indemnity. Contractor shall defend, indemnify and hold City, 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 act or omission of Contractor in performing the Services.

Section 8. 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 9. 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 10. 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 within fifteen (15) days of the Effective Date of this Agreement, and prior to 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 terms 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) Except for 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 11. 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

Paul Foster, Mayor

Benjamin Lopez

ATTEST:

Sam Irwin, City Clerk