

## INDEPENDENT CONTRACTOR AGREEMENT

This agreement for the provision of ballet, tap and jazz dance lessons ("Agreement") is made and entered into this 16th day of March, 2010 ("Effective Date") by and between the City of Redlands, a municipal corporation (hereinafter "City") and Krista Espinosa, 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 ballet, tap and jazz dance lessons 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 such lessons;

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

### AGREEMENT

#### Section 1. Services.

A. City hereby engages Contractor to develop and conduct ballet, tap and jazz dance lessons for City's Recreation Division (the "Services"). The ballet, tap and jazz dance lessons shall be conducted at the Redlands Community Center. 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. Services may be scheduled by Contractor for any times, during week days, depending upon the availability of the Redlands Community Center facility.

C. City shall register participants and collect registration fees from the participants in Contractor's program. City shall pay Contractor seventy percent (70%) of the fees collected no later than twenty-one (21) days after the registration period ends. City shall retain thirty percent (30%) of the fees collected. Notwithstanding this percentage fee sharing agreement, Contractor shall be responsible for payment of one hundred percent (100%) of the fees paid by a participant in connection with any refund to the participant. City shall have no obligation or liability 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 deemed an employee or agent of City for any purpose. 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 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 upon twenty (20) days prior written notice to Contractor. City shall have no liability for any damages resulting to Contractor as a result of any exercise by City of its right to terminate this Agreement.

Section 6. 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 7. 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 8. Insurance. Contractor shall provide insurance coverage for program participants as specified in the City's contract with Southern California Municipal Athletic Federation for recreation programs. Contractor shall be responsible for paying all costs associated with such insurance coverage from Contractor's percentage of the reservation fees collected for the program. 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 Consultant's execution of this Agreement. 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) 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.

Section 9. 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.

Section 10. Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure to act by Contractor, its employees and agents in performing the Services.

CITY OF REDLANDS

\_\_\_\_\_  
Pat Gilbreath, Mayor

Date\_\_\_\_\_

ATTEST:

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

CONTRACTOR:

\_\_\_\_\_  
Krista Espinosa

Date\_\_\_\_\_