

## AGREEMENT FOR THE ESTABLISHMENT OF A TENNIS PROGRAM

This agreement for the establishment of a tennis program (“Agreement”) is made and entered into this 15<sup>th</sup> day of December, 2009, by and between the City of Redlands, a municipal corporation (“City”) and Charles Mosley, an individual (“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 a tennis program for the City of Redlands’ Recreation Bureau; and

WHEREAS, Contractor has represented to City that he has requisite experience, special knowledge and expertise similar to others in the industry conducting tennis programs;

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

### AGREEMENT

#### Section 1. Services.

A. City hereby authorizes Contractor to develop and conduct a tennis program for City’s Recreation Division (the “Services”). The tennis program shall be conducted at the tennis courts located at Clement Middle School. Contractor shall determine the method, details and means of performing the Services and shall advise City of the same prior to commencing any activities under this Agreement. Contractor shall perform the services to the best of his ability and in an efficient, safe and competent manner.

B. The tennis program may be scheduled by the Contractor for any non-school times, during week days, and shall include, but not be limited to, the provision of individual lessons and the establishment of youth and adult tennis leagues. The tennis courts shall remain open to the general public on weekends; provided, however, that Contractor may request the use of the tennis courts on weekends by making written application to City’s Recreation Director thirty (30) days prior to the intended date of use. Such requests may be subject to approval by the Recreation Commission and/or the City’s City Council.

C. Contractor shall maintain, at Contractor’s sole expense, the tennis courts at Clement Middle School during the term of this Agreement, as follows:

1. Wash tennis courts weekly.
2. Repair and replace nets as needed.
3. Repair and replace wind-screens as needed.
4. Replace lighting and fixtures as needed.
5. Replace posts as needed.
6. Remove graffiti as it occurs.
7. Pay light bills for usage during evening hours.

Section 2. Independent Contractor. It is the express intention of the Parties that Contractor is an independent contractor and not an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Contractor and City. The Parties agree that Contractor is not an 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 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 expenses, arising directly or indirectly from any act or omission of Contractor in performing the Services.

Section 7. Entire Agreement/Modification. This Agreement represents the entire Agreement of the parties hereto as to the matters contained herein. Any modification of this Agreement will 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 by this Section and shall submit to City Certificates of Insurance in force. Evidence of such insurance shall be provided to City concurrent with 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.

1. Worker's compensation and employer's liability insurance.
2. Comprehensive automobile and general liability insurance in amounts not less than \$500,000 for each. Such insurance shall not be cancelled unless thirty (30) days prior written notice is provided to City.
3. 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:

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lorrie Poyzer, City Clerk

CONTRACTOR:

\_\_\_\_\_  
Charles Mosley

Date \_\_\_\_\_