

## INDEPENDENT CONTRACTOR AGREEMENT

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- I. It is the intention of the Elk Grove Park District, to create an Independent Contractor Relationship with:

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Soc Sec Number \_\_\_\_\_

- A. The contractor acknowledges and agrees that he/she is not entitled to any benefits or protections afforded employees of the park district nor bound by any obligations of employees of the park district.
- B. The contractor agrees not to consider him/herself an employee of the park district to members of the public.
- C. The contractor acknowledges and agrees that he/she 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 contractor and those employees, if any, employed by him/her.
- II. A. Services to be performed by contractor include:
- Umpire for the Elk Grove Youth Baseball Association**
- B. Results to be achieved by contractor include:
- Regulate Baseball Games**
- C. Restrictions for a contractor who is 14 or 15 years of age include:
1. **The contractor under the age of 16 must obtain a certificate (work permit) before permitted to officiate.**
  2. **When school is in session the minor may work as a sports official for a maximum of 3 hours per school day twice a week no later than 7 p.m. On non school days the minor may work up to 8 hours a day no later than 9 p.m. the maximum number of hours per week cannot exceed 18, with the exception from June 1 through Labor Day the maximum number of hours per week increases to 40.**
- D. Location(s) of work to be performed by contractor include(s):
- Elk Grove Village (Baseball Fields)**
- E. The contractor's other responsibilities include: **N/A**
- III. The contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment. The contractor acknowledges and agrees that he/she will devote such times as is necessary to produce the contracted for results.
- IV. The duration of this independent contractual agreement will be:

**As long as the contractor continues to umpire for the Elk Grove Youth Baseball Program.**

- V. A. Method of payment: **Check**
- B. The park district will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. The contractor will provide to the park district a completed W-9 form which indicates their social security number for the individual receiving payment.
- VI. The contractor acknowledges and agrees that he/she is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise specific and explained. **N/A**
- VII. The contractor acknowledges and agrees that he/she is solely responsible for his/her actions in performing the work/services
- VIII. To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the park district, including its officers, officials, agents, volunteers and employees, (hereinafter collectively referred to as "district") from and against any and all liabilities, obligations, claims, damages, penalties, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the district 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, arising directly or indirectly in connection with, or under, or as a result of this Agreement.
- IX. The contractor acknowledges and agrees that he/she 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.
- X. The park district may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The contractor shall have financial responsibility to the park district for reasonable costs incurred by the park district including the cost of obtaining replacement services.
- XI. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the Services in a safe, proper, efficient, thorough and satisfactory manner and understands that Park District is relying on such representation in contracting with Contractor for the Services.
- XII. This Contract 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 modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.
- XIII. I understand that a successful criminal background check is a condition of employment with the Elk Grove Park District. Contractor shall refer to attached Criminal Background Check Release Form.

\_\_\_\_\_  
Authorized Signature of Contractor

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Authorized Signature of Park District

\_\_\_\_\_  
Parent Signature (if Contractor is under 16)

Date \_\_\_\_\_

Date \_\_\_\_\_