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COMPT
Margaret

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NO. 91.100

91 SEP 17 A10 09

A G R E E M E N T

BARBARA REED
CLERK on September, 1991, DOUGLAS COUNTY, through its
BY L. Lynch REPHLY Department ("County"), entered into the following
Agreement with KIMBERLY CHAPMAN ("Instructor").

1. Recitals

- 1.1 Instructor has expertise in the instruction and leadership of jazzercise classes.
- 1.2 County wishes to promote jazzercise classes for the recreation and enjoyment of its interested citizens.

Accordingly, County and Instructor agree as follows:

2. Consideration

- 2.1 Instructor shall plan, organize, and teach each scheduled class so long as demand warrants.
- 2.2 Instructor shall remain informed and skillful about jazzercise and shall maintain or improve her teaching abilities.
- 2.3 Instructor shall provide all teaching aids the Instructor determines are necessary and appropriate.
- 2.4 Instructor shall pay to the Recreation Department a monthly fee of One Hundred Fifty Dollars (\$150). This fee is due on or before the fifth (5th) day of each month.
- 2.5 County shall provide publicity about the jazzercise program in the manner and frequency County deems appropriate.
- 2.6 County shall provide Instructor with class rosters and applicable telephone numbers of the participants. County shall

consultation with Instructor regarding the belief by County for reasons that more instruction is necessary.

6. Indemnification

6.1 Instructor agrees to indemnify and hold County harmless for Instructor's negligent and/or intentional acts which injure the person or property of the County or others.

6.2 County agrees to indemnify and hold Instructor harmless for County's negligent acts and/or intentional acts not protected by immunity which injure the person or property of the Instructor or others.

7. Duration

7.1 This Agreement runs for two (2) full calendar years from the date of execution, reviewable annually with the consent of the parties.

7.2 Either party may terminate this Agreement upon One Hundred Eighty (180) days' written notice to the other party.

7.3 County may immediately terminate this Agreement without notice for cause, including but not limited to, the following improper acts of Instructor: intoxication during classes, criminal acts (committed at anytime even outside the scope of this Agreement), committing acts which would embarrass or discredit County, etc.

7.4 Instructor may immediately terminate this Agreement without notice, and paid but unused rent shall be rebated to Instructor, in the circumstance that a medical condition arises which would, upon doctor's orders, prevent Instructor from

provide these rosters as a part of County's registration, irrespective of the beginning date of the jazzercise classes.

2.7 County shall provide the appropriate facility for the jazzercise classes. County may transfer the jazzercise classes to the closest alternative facility as emergency needs arise, at no additional cost to Instructor. County will notify Instructor of a transfer, and the location of the new facility with as much advance time as possible. County acknowledges receipt of a schedule of classes for the upcoming year.

3. Independent Contractor

County and Instructor understand and agree that Instructor is an independent contractor and not an employee of County. As such, County is not responsible for health insurance, worker's compensation insurance, or other benefits. In addition, County is not responsible for withholding or paying the taxes of Instructor. Instructor must provide and pay for her own transportation and travel to and from classes.

4. Instruction Material

County encourages Instructor to promote jazzercise. County reserves the right to disapprove material to be distributed to the public from County facilities, on the condition that reasons for disapproval be given and be reasonable.

5. Other Instructors

County may contract with other jazzercise (or similar aerobics) instructors, if County believes sufficient public interest exists for additional classes, upon notice to and after

discharging her duties. However, in this instance, Instructor agrees to hold County harmless from claims by students for reimbursement of dues which students may have paid. The reimbursement shall be made by Instructor.

DATED: 9-12, 1991.

INSTRUCTOR

DOUGLAS COUNTY, through its Recreation Department

Kimberly Chapman
KIMBERLY CHAPMAN

By Bruce A. Jordan

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: September 17, 1991

B. Reed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By: [Signature] Deputy

SEAL

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'91 SEP 17 A10:42

SUZANNE BEAUBREAU
RECORDER

260409

\$ 0 PAID [Signature] DEPUTY

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