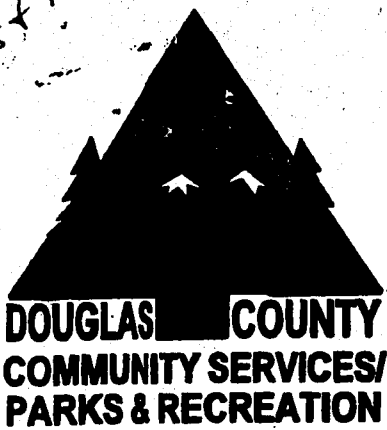


NF
Parks & Rec



▲ Parks
1325 Waterloo Lane
Gardnerville, NV 89410
(775) 782-9835
FAX: (775) 782-5799

▲ Recreation
1327 Waterloo Lane
Gardnerville, NV 89410
(775) 782-9828
FAX: (775) 782-9844

▲ Lake Tahoe
Kahle Community Center
236 Kingsbury Grade
Stateline, NV 89449
(775) 586-7271
FAX: (775) 586-7273

DIRECTOR: Scott Morgan

MAIL: P.O. Box 218, Minden, NV 89423

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between
Douglas County Parks and Recreation Department
and

Name: Terence G. Ginnell (Terry)
Address: 3999 Centennial Park Drive
Carson City NV 89703
Phone: 775 887 7174

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The parties agree to the following terms:

1. Service and Payment. The parties agree that the services to be performed are as follows:

Course Title: Group Golf lessons
Date of Course: May 2002 State
Class Fee: \$90
Percentage or Other Fee Paid To Instructor: 80%
Special Equipment Requested: _____
Other: _____

2. The Contractor agrees to:

- Begin and end classes as scheduled.
- Leave classroom/facility as found, in a neat and presentable condition.
- Return all equipment used by the instructor and class participants to its proper place of storage.
- Supply all materials other than those named in the Instructor Agreement.
- Call the Parks & Recreation Department at least (2) days prior to class starting date to verify enrollment.
- Arrange to receive class rosters.
- Organize, plan, and teach the program as described in the Department's Activity Guide and on the Class Outline Form.
- Promote the activity for which he/she is contracted to teach. It is required, however, that all promotional materials prepared by the instructor be approved by the Department in advance of distribution to the public.

- Verify that all participants attending your program are enrolled in the class.
- Advise the Department, after the first class meeting, regarding the accuracy of the class roster and regarding non-registered attendees. Payment of your fees is dependent upon this information. Updated rosters will be provided when requested.
- Other than collecting an advertised supply fee, instructors may not accept fees at any time. A contract may be terminated in the event any payment is accepted from participants.
- Instructors are not to sell merchandise or promotion items without prior approval from the Department.
- If, for any reason, the instructor must cancel a class, it is the instructor's responsibility to make up the class at a later date. The Department must be notified of any cancellations. If less than (24) hours notice is given, the instructor may be asked to assist in calling the class participants to confirm the cancellation.
- Take full responsibility for any keys, that may be signed out to you. In the event a key is lost, the Contractor agrees to pay a charge to replace the key and/or to re-key a classroom/facility.
- Satisfaction Guarantee request may be granted if a participant is not completely satisfied with the program after attending the first class. Participants may repeat the class at no charge, receive full credit that can be applied to other programs or receive a full refund.
- If any changes are made to your class, a new Instructor Agreement must be completed.

3. The Department agrees to:

- Announce course and handle related promotional activities.
- Manage registration and provide instructor with a class roster.
- Arrange for any equipment, as needed, in accordance with the Agreement.
- Provide a classroom/facility for your program. Note: Circumstances may require cancellation or rescheduling of a class or room. The instructor will be given as much notice as possible.
- Mail class evaluations to participants and prepare an evaluation at least once a year.
- Pay your class percentage in a timely manner after the completion of the class.

4. Both parties agree:

- The Department may contract with other instructors to conduct classes in the same subject matter if public interest and demand warrant, or for other circumstances as deemed appropriated by the Department.
- The Department understands and agrees that lesson plans and manuals as provided by instructors, are the property of the instructor and the Department shall not use this material for purpose of its own, without written consent.

5. Effective Date of Contract. This contract will become effective upon execution by the Department.

6. Independent Contractor Status. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

7. Industrial Insurance. A. Unless the Contractor complies with ¶ B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor agrees,

prior to commencing any work under the contract, to complete and to provide the following written request to the qualified insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to ending date) and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

- (1) In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- (2) Is otherwise in compliance with those terms, conditions and provisions.

8. Termination of Contract. This contract may be revoked without cause by the Department at any time.

9. Construction of Contract. This contract shall be construed and interpreted according to the laws of the State of Nevada.

10. Assignment. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

11. Indemnification. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

12. Modification of contract. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Terry Gringell
Contractor

4/8/02
(Date)

[Signature]
Parks & Recreation Department

5/24/02
(Date)



**Berkley Regional Insurance Company
Nevada Workers' Compensation Insurance Plan**

Administered by Berkley Risk Administrators Company, LLC
 P.O. Box 939, Pierre, SD 57501-0939 2510 E. Irwin, Pierre, SD 57501
 Phone (605) 945-2144 Fax (605) 945-2048 Toll Free (800) 634-4589
 NCCI Carrier Code 36447

INFORMATION PAGE

Renewal Of No. **New**

1. The Insured:

Terrence Gingell
 dba: **The Golf Learning Center**
3999 Centennial Park Dr
Carson City, NV 89703

Other workplaces not shown above:
See Schedule

Policy Number: **WC-27-27-002136-00**
 Risk ID:

Tax ID#: **F 880499718**

Date of Mailing: **4/18/2002**

Individual Partnership
 Corporation Other

WCIP

2. The policy period is from 12:01 a.m. 4/3/2002 to 12:01 a.m. 4/3/2003 at the Insured's mailing address.

3.A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:
NV

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily Injury By Accident	\$100,000	each accident.
Bodily Injury By Disease	\$500,000	policy limit.
Bodily Injury By Disease	\$100,000	each employee.

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

SEE WC 00-03-26 (A)

D. This policy includes these endorsements and schedules:

WC000308 WC000326A WC000403 WC000404 WC000414 WC000417 WC000419 WC270402 WC270601 WC990001A WC990601

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
 All information required below is subject to verification and change by audit.

PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	CODE NO.	ENTRIES IN THIS ITEM, EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS CONTRACT; DO NOT MODIFY ANY OF THE OTHER PROVISIONS OF THIS POLICY.	ESTIMATED ANNUAL PREMIUM
See Schedule			Manual Premium	\$59.00
			Subject Premium	\$59.00
			Modified Premium	\$59.00
Minimum Premium :	\$355.00		Minimum Premium Adjustment	\$86.00
			Standard Premium	\$145.00
			Expense Constant	\$210.00
			Total Estimated Annual Premium	\$355.00
			Minimum Premium Applies	\$355.00
			Net Deposit Premium Required	\$355.00
			Premium Paid to Date	(\$355.00)
			Total Premium Due	\$0.00

Agency Name and Address
Nevada Insurance Agency Co
502 E Long St
Carson City, NV 89706

DATE: 4/18/02

Signature: _____

Jacqui Boheman

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WC 99-00-01
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The Preferred Insurance Program Administrator of The PGA of America

PGA MEMBER LIABILITY POLICY

PLAN ADMINISTERED BY
Chicago Insurance Company

This Description of Coverage is not a contract of insurance. It is an informative statement of the principal provisions of the insurance policy. Complete provisions pertaining to this coverage are contained in master policy GLI 2003367 ("the policy") issued to and on file with The Professional Golfers' Association of America ("policyholder"). If any statement or provisions contained in this Description of Coverage and the policy differ, the policy will govern. Please keep this Description of Coverage in a safe place with all your other insurance documents.

Throughout this document the words you and your refer to the covered member of The Professional Golfers Association of America. The words we, us and our refer to the company providing this insurance.

ELIGIBILITY

Coverage is provided to all members and apprentices in good standing of The Professional Golfers' Association of America.

LIMITS

The limits of Insurance applicable to this coverage are as follows:

Bodily Injury and Property Damage (other than products-completed operations)	\$5,000,000 aggregate limit
Advertising Injury and Personal Injury	\$3,000,000 limit
Products-completed operations	\$5,000,000 aggregate limit
Each occurrence limit	\$5,000,000

EFFECTIVE AND TERMINATION DATE

Coverage is in effect August 1, 1999. Coverage will cease on the date the policy is terminated, whereupon you will be notified by The Professional Golfers' Association of America, or on the date you cease to be a member or apprentice in good standing of The Professional Golfers' Association of America.

COVERAGE

This policy will pay damages that you become legally obligated to pay for bodily injury, property damage, advertising injury or personal injury while you are practicing, playing, teaching or officiating the game of golf. This policy will also pay medical expenses resulting from bodily injury covered under the policy. Coverage applies anywhere in the world.

EXCLUSIONS

- This insurance does not apply to:
- Bodily injury or property damage:
 - > arising out of the use of any aircraft, watercraft or auto, except as expressly provided in the policy;
 - > arising out of liability assumed in a contract or agreement, except as expressly provided in the policy;
 - > that results from an act that is intended by you or can be expected by a reasonable person, except as expressly provided in the policy;
 - > for which any insured may be held liable by reason of the furnishing, sale or use of any alcoholic beverage if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages;
 - > included within the products-completed operations hazard; or
 - > arising out of the transportation of mobile equipment.

- Property damage to:
- > impaired property;
 - > property of others;
 - > your product or to your work except as expressly provided in the policy; or
 - > premises owned by, or formerly owned by you.

- Bodily Injury to:
- > your employees(s) or their family members, except as expressly provided in the policy.

- Advertising Injury or Personal Injury arising out of:
- > an offense committed by an insured whose business is advertising, broadcasting, publishing telecasting or telemarketing;
 - > the assumption of liability in a contract or agreement, except as expressly provided in the policy;
 - > intentional falsehoods publicized by you;
 - > oral or written publication of material whose first publication took place prior to the effective date of the policy; or
 - > the willful violation of any penal statute or ordinance.

- Advertising Injury arising out of:
- > a breach of contract;
 - > the failure of goods, products or services to conform with advertised quality or performance; or
 - > the wrong description of the price of goods, products or services.

- Medical expense for bodily injury:
- > to any insured
 - > included within the products-completed operations hazard; or
 - > to a person if benefits are payable under a workers' compensation or disability benefits law or a similar law.

- Bodily injury, property damage, advertising injury or personal injury arising out of:
- > oral or written statements which are claimed as infringement, violation or defense of the following rights or laws: copyright, patent, trade dress, trade secrets or trademark or service mark or certification mark, except as expressly provided in the policy;
 - > nuclear energy, except as expressly provided in the policy;
 - > pollution, except as expressly provided in the policy; or
 - > asbestos.

- Any obligation that:
- > you have under any workers' compensation, disability benefits, unemployment compensation or any similar law.

OTHER INSURANCE

This insurance is excess over any other insurance whether primary, excess contingent or on any other basis.

PREMIUM

The premium for this policy is paid by the policyholder, The Professional Golfers' Association of America.

CLAIMS

You must notify the Plan Administrator as soon as practicable of an occurrence or an offense that may result in a claim.

0549943
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COPY

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

2002 JUN -6 PM 12: 11

LINDA SLATER
RECORDER

\$ 0 PAID KD DEPUTY

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: June 6, 2002
B. K. [Signature] Clerk of the [Signature] Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL

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