

OFFICIAL RECORD

Requested By:
DC/PARKS & RECREATION

Assessor's Parcel Number: N/A

Date: JUNE 10, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 8 Fee: 0.00
BK-0609 PG- 3307 RPTT: 0.00



Name: PARKS & RECREATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.136

(Title of Document)



**DOUGLAS COUNTY
COMMUNITY SERVICES/
PARKS & RECREATION**

DIRECTOR: Scott Morgan

▲ **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

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: Challenger Sports
Address: Jamie Kent, Regional Director N. CA/NV
1330 21st Street, Suite 101
Sacramento, CA 95811
Phone: 866-528-9688 ph, 916-441-5011 fax

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: Challenger British Soccer Camp
Date of Course: 7/20/09 – 7/24/09
Class Fee: \$ 150 half day; \$220 full day, \$10 late fee after 7/10/09
Percentage or Other Fee Paid To Instructor: 70 %

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.

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CLERK

2009 JUN 10 PM 2:32

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More than just fun and games!

- 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.
- 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.
- For youth programs the instructor agrees to a background check.
- For youth programs instructor is responsible for care of participants until they have been released to a responsible party.

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 284.173, 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.

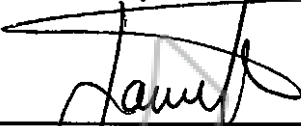
9. Construction of Contract. This contract shall be construed and interpreted according to the laws of the State of Nevada.

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.

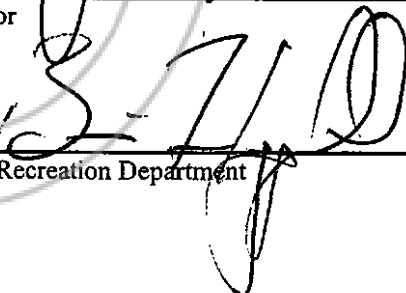
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.



Contractor

29/5/09

(Date)



Parks & Recreation Department

6/5/09

(Date)



AMERICAN
STERLING

January 23, 2009

Interested Parties

EVIDENCE OF INSURANCE FOR:
Challenger Sports Corporation
d/b/a Challenger British Soccer
8263 Flint Street
Lenexa KS 66219-1500

American Sterling Insurance Services, Inc. acts as Insurance Broker/Agent to Challenger Sports Corporation and can confirm that liability insurance has been arranged on their behalf, as evidence by the attached "Sample" Certificate of Insurance.

Policy number CS00217967 / Certificate #56147 issued by insurer Capitol Specialty Insurance Corporation includes a Blanket Additional Insured endorsement that **amends this policy to include any person or organization as an Additional Insured when Challenger Sports Corporation has agreed in a written contract or agreement to name that person or organization as an Additional Insured, sample attached.**

If you should require further confirmation of this coverage or have a specific question regarding this policy, please email your question in full to Lauren Llynn at the Challenger Sports corporate office. Llynn@challengersports.com

Sincerely,
American Sterling Insurance Services

Beth E. White
Account Executive



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American Sterling Insurance Services

10975 Grandview Dr. Suite 100 • Overland Park, KS 66225 • 913-498-9090 • 877-937-1137 • Fax 913-498-9096

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2009

PRODUCER (913) 498-9090
American Sterling Insurance Services, Inc.
10975 Grandview Dr Bldg 27 Ste 100
Overland Park, KS 66210

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Challenger Sports Corporation
d/b/a Challenger British Soccer
8263 Flint Street
Lenexa, KS 66219-1500

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: Capitol Specialty Insurance Corp | |
| INSURER B: Hartford Underwriters Ins Co | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADDITIONAL INSURED | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--------------------|--|------------------|----------------------------------|-----------------------------------|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | CS00217967-56147 | 1/1/2009 | 1/1/2010 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Abuse/Molestation 100,000 |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 37WBRF3101 | 1/1/2009 | 1/1/2010 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | | OTHER Excess Accident Medical | AHD0016789 | 1/1/2009 | 1/1/2010 | Maximum Benefit Amount \$10,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The above general liability policy is amended to include as an Additional Insured any person(s) or organization(s) when the Named Insured has agreed in a written contract or agreement to name that person or organization as an Additional Insured, with respect to liability arising out of the Named Insured's ongoing operations.

CERTIFICATE HOLDER

**** SAMPLE CERTIFICATE ****
 For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL INSURED

Policyholder: Sports and Recreation Providers Association Group
Challenger Sports Corporation

Insurance Company: Capitol Specialty Insurance Corporation

Policy Number: CS00217967/56147

Effective Date: 01/01/09 at 12:01 AM Standard Time at the address of the Policyholder

This Endorsement changes the policy. Please read it carefully.

WHO IS AN INSURED (Section III) is amended to include as an insured the person or organization listed below as an insured but only out of respect to the liability arising out of your operations or premises owned or rented to you.

Name of Person or Organization:

BLANKET ADDITIONAL INSUREDS

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 10, 2009
L. H. [Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Chad McElroy Deputy

**In every other way, the policy remains as is.
PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY.**

Date Issued: 1/22/09



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