

N/A

DOC # 0745324
06/17/2009 10:42 AM Deputy: PK

OFFICIAL RECORD

Requested By:
TOWN OF GENOA

Assessor's Parcel Number: N/A

Date: JUNE 15, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 0.00
BK-0609 PG- 5283 RPTT: 0.00



✓ Name: SHERYL GONZALES, TOWN OF GENOA

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2009.140

(Title of Document)

TOWN OF GENOA
P.O. Box 14
Genoa, Nevada 89411
(775) 782-8696

FILED

NO. 2009.440
2009 JUN 15 AM 11:3

SPECIAL INTEREST CLASS/ACTIVITY CONTRACTUAL AGREEMENT

TED THIRAN
CLERK

[Signature]
DEPUTY

Whereas, the Town of Genoa, a political subdivision of Douglas County and the State of Nevada, from time to time requires the services of independent contractors, and

Whereas, it is deemed that the personal services of Contractor herein specified are both necessary and desirable in the best interests of the Town of Genoa, and

Whereas, Contractor represents that he/she is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

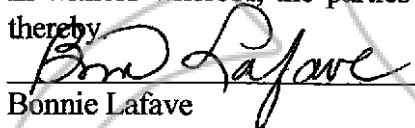
Now, therefore, in consideration of the agreements herein made and entered into this 30th of Feb., 2009 by and between the Town of Genoa, hereinafter referred to as the "Town", and Bonnie LaFave, hereinafter referred to as the "Contractor".

1. The Contractor hereby agrees to teach a course in **Pilates** meeting once a week monthly throughout the year beginning on March 30, 2009 and ending on March 30, 2010. This course shall consist of weekly meetings each month for 12 months with each class being approximately 1 hour in length. Said courses shall not be conducted unless a minimum of 4 participants register and shall be limited to a maximum of 15 participants.
2. A course fee of \$72 per session of six weeks, or \$12 per class, shall be charged by the Town as part of the registration. The Town of Genoa shall collect said fee as a part of the registration process. No monies are to be accepted by the Contractor unless agreed upon by the Town and Contractor.
3. The Town agrees to pay the Contractor for the teaching of said courses the sum of 70% of the gross proceeds received by the way of enrollment fees paid by the participants in said courses and indicated on the class roster which will be presented to the Contractor by the Town. Contractor further agrees to assume responsibility that all participants in the course have registered and paid the enrollment fee to the Town. Payment for classes taught will be made upon receipt of the Contractor's invoice. Check/checks may take up to 30 business days. Contractor is to provide and/or keep on file with Douglas County a completed W-9 Taxpayer Identification Number and Certification for reporting purposes.
4. 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:
 - a. Withholding of income taxes by the County
 - b. Industrial insurance coverage provided by the County
 - c. Participation in group insurance plans which may be available to employees of the County
 - d. Participation or contributions by either the independent contractor or the County to the public employees retirement system
 - e. Accumulation of vacation or sick leave



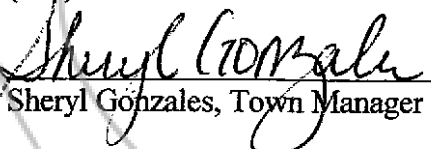
- f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.
5. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he/she is sole proprietor and that:
- a. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 626A to 616D, inclusive, NRS and,
 - b. Is otherwise in compliance with those terms, conditions, and provisions.
 - c. It is agreed and understood that the Contractor is an independent contractor and not an employee of the Town of Genoa or Douglas County.
6. Contractor shall conform to written and oral policies, rules and regulations of the Town of Genoa and Douglas County, which pertain to the contracted instruction of classes. **The Contractor who works with minors 17 years and under will be required to be fingerprinted.**
7. Contractor hereby agrees to indemnify and hold harmless the Town of Genoa and Douglas County, its officers, agents, employees and invitees from and against any and all claims, demands, actions, or causes of action of any name or nature, including court costs and attorney's fees, arising out of or in any manner connected with the conduct of the aforesaid courses by the Contractor.
8. Contractor hereby agrees to indemnify and hold harmless the Town of Genoa and Douglas County, its officers, agents, employees and invitees from and against any and all claims, demands, actions, or causes of action of any name or nature, including court costs and attorney's fees, arising out of or in any manner connected with the conduct of the aforesaid courses by the Contractor.
9. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Town Manager. This includes any class changes, cancellations or additions.

In witness whereof, the parties hereto have caused this contract to be signed and intend to be legally bound thereby



Bonnie Lafave
P. O. Box 1142
Genoa, NV 89411
(775)7207717

2-11-09
Date



Sheryl Gonzales, Town Manager

2-11-09
Date

AFFIDAVIT

I, Bonnie LaFave, on behalf of my company, self employed,
being duly sworn, depose and declare:

- 1) I am a Sole Proprietor,
- 2) I will not use the services of any employees in the performance of this contract,
- 3) I have elected to not be included in the terms, conditions and provisions of NRS Chapters 616A-616D, inclusive, and
- 4) I am otherwise in compliance with the terms, conditions and provisions of NRS Chapters 616A-616D.

I release Douglas County and the Town of Genoa from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this 19th day of February 2009

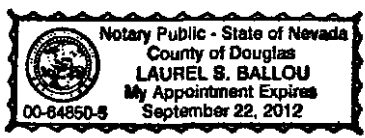
Signature Bonnie LaFave

State of Nevada
County of Douglas

On this 19 day of Feb, 2009 before the undersigned Notary Public, personally appeared Bonnie La Fave having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledged that she executed it.

Witness my hand and official seal.

Laurel S. Ballou
Notary's Signature



COPY

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 15 2009

Theresa G. [Signature] Clerk of the Judicial District Court
of the State of Nevada in and for the County of Douglas.
By Chad [Signature] Deputy