

DOC # 0747566
07/22/2009 12:05 PM Deputy: SD

OFFICIAL RECORD

Requested By:

DC/PARKS & RECREATION

Assessor's Parcel Number: N/A

Date: JULY 22, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 10 Fee: 0.00
BK-0709 PG- 5093 RPTT: 0.00



Name: PARKS & RECREATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.203

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.



▲ **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: Dance Workshop
 Address: 1697 County Road
 Minden, NV 89423
 Phone: 775-782-5819

FILED
 2009 JUL 21 PM 12:19
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 CLERK
 2009-2003
 2009-2003

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	Ballroom Dancing
Date of Course	May thru December 2009
Class Fee	\$70 - \$80.00
Percentage or Other Fee Paid To Instructor	75%
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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A contract between
Douglas County Parks and Recreation Department
and

Name: Dance Workshop
Address: 1697 County Road
Minden, NV 89423
Phone: 775-782-5819

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 Jazz/Poms

Date of Course September – October, 2009

Class Fee \$50

Percentage or Other Fee Paid To Instructor 75%

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

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between
Douglas County Parks and Recreation Department
and

Name: Dance Workshop

Address: 1697 County Road
Minden, NV 89423

Phone: 775-782-5819

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	Musical Theater
Date of Course	September – October, 2009
Class Fee	\$50
Percentage or Other Fee Paid To Instructor	75%
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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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between Douglas County Parks and Recreation Department and

Name: Dance Workshop
Address: 1697 County Road
Minden, NV 89423
Phone: 775-782-5819

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 Jazz/Hip Hop
Date of Course September - December, 2009
Class Fee \$50
Percentage or Other Fee Paid To Instructor 75%
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.
- 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.

Ann Peters _____ 07/08/09
Contractor (Date)

[Signature] _____ 7/9/09
Parks & Recreation Department (Date)

AFFIDAVIT

I, _____, on behalf of my company, _____,
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 Douglas County 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 ___ day of _____.

Signature

State of Nevada
County of Douglas

On this ___ day of _____, _____ before the undersigned Notary Public, personally appeared _____ having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that _____ executed it.

Witness my hand and official seal.

Notary's Signature

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CK
PETER-4

DATE (MM/DD/YYYY)
07/09/09

PRODUCER
Warren Reed Insurance, Inc.
1521 Highway 395 North
Gardnerville NV 89410
Phone: 775-782-2277 Fax: 775-782-7387

INSURED
Craig & Ann Peters
PO Box 196
Genoa NV 89411

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich North America	
INSURER B: Employers Ins. Co. of Nevada	
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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	PPS41977639	03/20/09	03/20/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	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 <input type="checkbox"/> 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 OTHER	NWC40667906	03/21/09	03/21/10	<input checked="" type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
DOUGPAR
Douglas County Parks and Recreation
1327 Waterloo Lane
Gardnerville NV 89410

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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
Todd R. Wileks *Clarely Mitchell*

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PG- 5101
07/22/2009
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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: July 22 2009

THAN Clerk of the 19th Judicial District Court of the State of Nevada, In and for the County of Douglas.

By Carol M. [Signature] Deputy