

Assessor's Parcel Number: N/A

Date: SEPTEMBER 8, 2010

Recording Requested By: _____

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 0.00
BK-0910 PG- 1673 RPTT: 0.00



Name: PARKS & RECREATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.224
(Title of Document)

FILED
2010-224
2010 SEP -8 PM 2: 26
TERRY L. HAN
CLERK
[Signature]

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between
Douglas County Parks and Recreation Department
and

Name: Diane Handzel

Address: P.O. Box 4726, Stateline, NV 89449

Phone: 775-588-8614

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 Get In The Act (Classes and Camps)

Date of Course 7/01/2010 - 6/30/2011

Class Fee \$155 per Session

Percentage or Other Fee 65% Paid To Instructor

Special Equipment Requested Storage for backdrops and props

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.



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.

Diane Hansen Contractor 9/3/10 (Date)
Waki Russell Parks & Recreation Department 9/6/10 (Date)

AFFIDAVIT

I, Diane Handzel, on behalf of my company, Deane Handzel, 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 3 day of September, 2010.

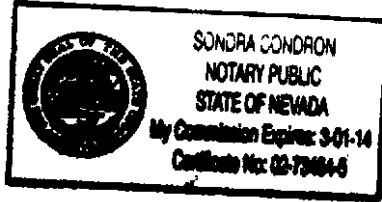
Deane Handzel
Signature

State of Nevada
County of Douglas

On this 3rd day of September, 2010 before the undersigned Notary Public, personally appeared Diane Sue Handzel having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that Diane Sue Handzel executed it.

Witness my hand and official seal.

Sandra Condon
Notary's Signature



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: Sept 8, 2010
[Signature] Clerk of the [Signature] Judicial District Court
Of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy