

Assessor's Parcel Number: N/A

Date: MARCH 7, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 3 Fee: 0.00
BK-0311 PG- 1258 RPTT: 0.00



Name: SHERYL GONZALES, GENOA TOWN MGR

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2011.043
(Title of Document)

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

FILED

no. 2011.043

2011 MAR -7 PM 3: 26

SPECIAL INTEREST CLASS/ACTIVITY CONTRACTUAL AGREEMENT

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 1st day of March, 2011 by and between the Town of Genoa, hereinafter referred to as the "Town", and **Maureen Conlin aka Happy Notes** hereinafter referred to as the "Contractor".

1. The Contractor hereby agrees to teach a course in **Parent and Tot Dance - aka "Happy Notes"**, meeting once a week beginning on Thursday, March 3, 2011 and ending on March 3, 2012. This course shall consist of 4 week sessions which meet weekly with each class being approximately 30 minutes in length. Said courses shall not be conducted unless a minimum of 5 participants register and shall be limited to a maximum of 15 participants.
2. A course fee of \$35 per session, or \$10 per class, shall be charged by the Town as part of the registration. The Town of Genoa shall work with Contractor to collect said fee as part of the registration process. Contractor may accept registration and fees at class and submit them to the Town of Genoa within 48 hours.
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. It is the responsibility of the Contractor to submit accurate invoices. Invoices will only be paid with correct accounting of registrants. 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.

MAUREEN CONLIN
CLERK
DEPUTY
Maureen Conlin

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 with 30 days notice signed by the parties and approved by the Town Manager. This includes any class changes, fees, cancellations or additions.

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

HAPPY NOTES

By Maureen Conlin
Maureen Conlin

3/3/11
Date

Address: PO Box 922, GENOA, NV 89411
Phone: 602-820-1900, 775-267-0757

Sheryl Gonzales
Sheryl Gonzales, Town Manager

3/3/2011
Date

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: May 7 2011
TERRAN Clerk of the 2nd Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Sheryl Gonzales Deputy