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03/08/2011 03:47 PM Deputy: SG

**OFFICIAL RECORD**

Requested By:  
DC/PARKS & RECREATION

Assessor's Parcel Number: N/A

Date: MARCH 8, 2011

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 5 Fee: 0.00  
BK-0311 PG- 1520 RPTT: 0.00



Name: PARKS & RECREATION

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

**CONTRACT #2011.045**

(Title of Document)

FILED

NO. 2011.045

2011 MAR -8 PM 2: 52

TED THUAN  
CLERK

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between  
Douglas County Parks and Recreation Department  
and

Name: Andrea King

Address: P.O. Box 12224  
Zephyr Cove, NV 89448

Phone: (775) 586 - 8161

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      The Body Cycle / Spinning

Date of Course    January 2011 - December 2011

Class Fee          4 Classes - \$32; 8 Classes - \$56; 20 Classes - \$120; \$10 Drop in

Percentage or Other Fee    65%    Paid To Instructor

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



AFFIDAVIT

I, Andrea King, on behalf of my company, The Body Cycle 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 7 day of March, 2011.

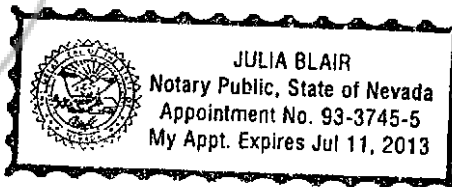
Andrea King  
Signature

State of Nevada  
County of Douglas

On this 7<sup>th</sup> day of March, 2011 before the undersigned Notary Public, personally appeared Andrea D. King having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that she executed it.

Witness my hand and official seal.

Julia Blair  
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: Mar 8, 2011  
Clerk of the Dist Judicial District Court of the State of Nevada, in and for the County of Douglas.  
By Paula Mulvey Deputy