

Doc Number: **0823723**

05/16/2013 01:38 PM

OFFICIAL RECORDS

Requested By  
DC/PARKS & RECREATION

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 5 Fee: \$ 0.00

Bk: 0513 Pg: 4298



Deputy sd

Assessor's Parcel Number:  N/A

Date:  MAY 16, 2013

Recording Requested By:

Name:  PARKS & RECREATION

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

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

Real Property Transfer Tax: \$  N/A

**CONTRACT #2013.088**

(Title of Document)



▲ 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
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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: James Berston

Address: 1483 US Hwy 395 N, Suite C  
Gardnerville, NV 89410

Phone: 775- 782-4020

FILED

NO. 2013.088

2013 MAY 16 AM 10:59

TEO THIRAN  
CLERK

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 Foundations of Investing

Date of Course May 14, 2013  
May 22, 2013

Class Fee \$10.00

Percentage or Other Fee Paid To Instructor ~~7%~~ 0%

Special Equipment Requested

Other 10% off if signed up for all four classes (Modern Monday Dance, Turning Tuesday, World Dance Wednesday, Theatrical Thursdays)

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.

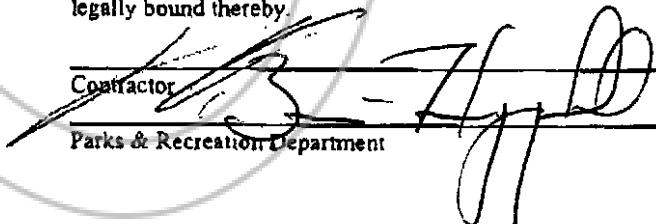
9. **Construction of Contract.** This contract shall be construed and interpreted according to the laws of the State of Nevada.

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.

Contractor  \_\_\_\_\_ 5-13-13  
 \_\_\_\_\_ (Date)  
 Parks & Recreation Department \_\_\_\_\_ 5/14/13  
 \_\_\_\_\_ (Date)



AFFIDAVIT

I, James Berston, on behalf of my company, Edward Jones, 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.

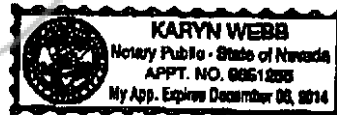
Signed this 13<sup>th</sup> day of May, 2013.

[Signature]  
Signature  
State of Nevada  
County of Douglas

On this 13 day of May, 2013 before the undersigned Notary Public, personally appeared Neil Jamison Berston having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that he executed it.

Witness my hand and official seal.

[Signature]  
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: May 16, 2013  
THIRAN Clerk of the 4th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By [Signature] Deputy