

Doc Number: **0848456**

08/21/2014 03:30 PM

OFFICIAL RECORDS

Requested By:  
DC/PARKS & RECREATION

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 10 Fee: \$ 0.00

Bk: 0814 Pg: 5416



Deputy: pk

Assessor's Parcel Number:  N/A

Date:  AUGUST 21, 2014

Recording Requested By:

Name:  SHERYL CHRISTIAN/RECREATION

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

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

Real Property Transfer Tax: \$  N/A

**CONTRACT #2014.174**

(Title of Document)



▲ Parks  
125 East Main  
Genoa, NV 89411  
775-782-8777  
775-782-8770

▲ Recreation  
1307 Main St. Genoa  
Genoa, NV 89411  
775-782-8628  
775-782-8644

▲ Lake Tahoe  
Fahie Community Center  
136 Kingsbury Drive  
Genoa, NV 89411  
775-782-7271  
775-782-7273

Genoa, Nevada

PO Box 213, Minden, NV 89423

### CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between  
Douglas County Parks and Recreation Department  
and

Name: Dance Workshop  
Address: PO Box 196  
Genoa, NV 89411  
Phone: 775-782-8717

FILED  
2014/8/21  
2014 AUG 21 PM 2:32  
TED THIRAN  
CLERK  
DEPT

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: Baby Tunes  
Date of Course: Tuesdays - July 8<sup>th</sup> - July 29<sup>th</sup>, 2014  
Tuesdays - August 5<sup>th</sup> - August 26<sup>th</sup>, 2014  
Wednesday - July 9<sup>th</sup> - July 30<sup>th</sup>, 2014  
Wednesday - August 6<sup>th</sup> - August 27<sup>th</sup>, 2014

Class Fee: \$35 per session

Percentage or Other Fee Paid To Instructor: 75%

Special Equipment Requested

Other

**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.



▲ Parks  
278 Water Street  
Genoa, NV 89411  
775-782-8717  
775-782-8717

▲ Recreation  
1220 State St.  
Genoa, NV 89411  
775-782-8717  
775-782-8717

▲ Lake Tahoe  
Lake Community Center  
1335 Virginia Grade  
Stateline, NV 89449  
775-538-7271  
775-538-7273

Patricia Borch-Morgan

10354 013 Manager NV 89423

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between  
Douglas County Parks and Recreation Department  
and

Name: Dance Workshop  
Address: PO Box 196  
Genoa, NV 89411  
Phone: 775-782-8717

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: Tiny Tunes  
Date of Course: Tuesdays - July 8<sup>th</sup> - July 29<sup>th</sup>, 2014  
Tuesdays - August 5<sup>th</sup> - August 26<sup>th</sup>, 2014  
Wednesday - July 9<sup>th</sup> - July 30<sup>th</sup>, 2014  
Wednesday - August 6<sup>th</sup> - August 27<sup>th</sup>, 2014

Class Fee: \$55 per session

Percentage or Other Fee  
Paid To Instructor: 75%

Special Equipment  
Requested

Other

**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.



▲ Parks  
1700 Market Street  
Incline Village, NV 89412  
Tel: 775-893-7777  
Fax: 775-893-7777

▲ Recreation  
301 Market Street  
Incline Village, NV 89412  
Tel: 775-893-7777  
Fax: 775-893-7777

▲ Lake Tahoe  
Lake Community Center  
258 Kingsbury Grade  
Tahoe, NV 89449  
Tel: 530-721-1111  
Fax: 530-721-1111

Scott Morgan

PO Box 215, Incline, NV 89413

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between  
Douglas County Parks and Recreation Department  
and

Name: Dance Workshop  
Address: PO Box 196  
Genoa, NV 89411  
Phone: 775- 782-8717

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 Creative Movement  
Date of Course Thursdays - July 10<sup>th</sup> - July 31<sup>st</sup>, 2014  
Thursdays - August 7<sup>th</sup> - August 28<sup>th</sup>, 2014  
Class Fee \$35. Ages 2-3 per session  
\$45. Ages 4-5 per session

Percentage or Other Fee  
Paid To Instructor 75%

Special Equipment  
Requested

Other

**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.



▲ **Location**  
 10750 Kingsport Drive  
 Genoa, NV 89411  
 775-782-8775

▲ **Facilitator**  
 10750 Kingsport Drive  
 Genoa, NV 89411  
 775-782-8775

▲ **Lake Tahoe**  
 Tahoe Community Center  
 1300 Kingsport Drive  
 Genoa, NV 89411  
 775-782-8775

Genoa, Nevada

10750 Kingsport Drive, Genoa, NV 89411

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between  
Douglas County Parks and Recreation Department  
and

Name: Dance Workshop

Address: PO Box 196  
Genoa, NV 89411

Phone: 775- 782-8717

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: Hip Hop

Date of Course: Wednesday - July 9<sup>th</sup> - July 30<sup>th</sup>, 2014

Class Fee: \$55

Percentage or Other Fee  
Paid To Instructor: 75%

Special Equipment  
Requested

Other

**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.



▲ Parks  
1316 Ward  
Bathurst, NV 8944  
775-782-8335  
Fax: 775-782-8700

▲ Recreation  
3271 S. 1st St.  
Las Vegas, NV 89141  
775-750-2225  
Fax: 775-750-3344

▲ Lake Tahoe  
Tahoe Community Center  
1350 Kingsbury Grade  
Boulder, NV 89443  
775-856-7071  
Fax: 775-856-7276

Scott Morgan

1316 Ward, Bathurst, NV 89425

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between  
Douglas County Parks and Recreation Department  
and

Name: Dance Workshop  
Address: PO Box 196  
Genoa, NV 89411  
Phone: 775- 782-8717

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 Contemporary Dance  
Date of Course Wednesday - July 9<sup>th</sup> - July 30<sup>th</sup>, 2014  
Class Fee \$55  
Percentage or Other Fee Paid To Instructor 75%  
Special Equipment Requested  
Other

**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.



▲ Parks  
1000 Waterhole Lane  
Genoa, NV 89411  
775-782-8878  
775-782-8788

▲ Recreation  
1327 Waterhole Lane  
Genoa, NV 89411  
775-782-8821  
775-782-8788

▲ Lake Tahoe  
Tahoe Community Center  
238 Kingsbury Grade  
Stateline, NV 89449  
775-583-7211  
775-583-7273

775-782-8788

775-782-8788, 775-782-8788

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between  
Douglas County Parks and Recreation Department  
and

Name: Dance Workshop  
Address: PO Box 196  
Genoa, NV 89411  
Phone: 775- 782-8717

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                      Theatrical Thursdays  
Date of Course                    Thursdays, July 8<sup>th</sup> - July 29<sup>th</sup>, 2014  
Class Fee                            \$55  
Percentage or Other Fee  
Paid To Instructor                75%  
Special Equipment  
Requested  
Other

**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.

**2. 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.

**3. 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 07/30/2014  
Contractor (Date)

[Signature] 7/30/14  
Parks & Recreation Department (Date)

COPY

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

27<sup>th</sup> day of Aug, 2014

By [Signature] Deputy