

Assessor's Parcel Number: N/A

Date: JUNE 5, 2015

Recording Requested By:

Name: SHERYL CHRISTIAN, RECREATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00015607201508636890080082

KAREN ELLISON, RECORDER

CONTRACT #2015.127

(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

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: Kaia Fit
 Address: 231 Meridian Blvd, Ste. 2
 Minden, NV 89423
 Phone: 775-782-4496

BR
 DOUGLAS COUNTY
 CLERK
 BERTRAM

NO. 2015-127
 2015 JUN -5 AM 9:48
 FILED

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 Kaia Fit
 Date of Course April - December, 2015
 Class Fee \$119.50 VIP rate – monthly
 \$99.00 Corporate VIP rate – monthly
 \$79.00 VIP introductory rate – monthly
 \$120.00 for 12 class punch card
 \$49.00 for 10 class punch card – Groupon
 \$69.00 for unlimited month – Groupon
 \$59.00 for unlimited month – Living Social
 \$119.00 for 2 months unlimited – Living Social

Percentage of Gross Receipts Paid to County 30%

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 room assignment.
- Provide county with record of receipts collected and pay percentage of gross receipts due to the county by the 10th of each month.
- 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.
- 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.
- 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.

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:

Kaia Fit has entered into a contract with Douglas County to perform work from April 1, 2015 to December 31, 2015 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.

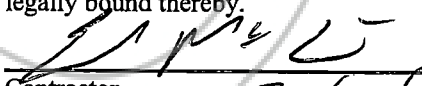
9. Construction of Contract. This contract shall be construed and interpreted according to the laws of the State of Nevada.

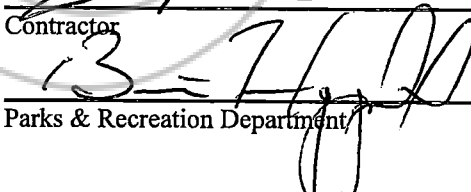
10. Assignment. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

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 _____ 5/29/15 _____ (Date)


Parks & Recreation Department _____ 5/27/15 _____ (Date)

AFFIDAVIT

I, _____, on behalf of my company, _____,
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 ____ day of _____, _____.

Signature

State of Nevada
County of Douglas

On this ____ day of _____, _____ before the undersigned Notary Public, personally appeared _____ having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that _____ executed it.

Witness my hand and official seal.

Notary's Signature

CERTIFICATE

Workers' Compensation Coverage

Nevada Retail Network SIG

575 S. Saliman Road, Carson City, NV 89701-5000

Phone: (775) 887-2480 Fax: (775) 887-2481

ITEM 1. NAME AND ADDRESS OF MEMBER COMPANY

Tumbleweeds Gymnastics

Policy No: NRN15367-2015-01
Tumbleweeds 4 Kids Inc

2231 Meridian Blvd. #2
Minden NV 89423

ITEM 2. LIMITS OF SELF INSURED RESPONSIBILITY

WORKERS' COMPENSATION

STATUTORY

EMPLOYERS LIABILITY

\$1,000,000/\$1,000,000/\$1,000,000

ITEM 3. MEMBER PARTICIPATION INFORMATION

GROUP CERTIFICATION NUMBER: 5004

Pursuant to Nevada Revised Statutes 616.3791, 616.37915, and 616.3792 and the Nevada Administration Code. The Nevada Retail Network Self Insured Group has presented evidence they possess the financial and administrative resources to assume the responsibility for providing prompt payment of all compensation due under Chapters 616 and 617 of the Nevada Revised Statutes, and has been granted the above numbered Certificate, granting it authority to act as an Association of Self Insured Public Employers for Workers Compensation Purposes.

MEMBER NUMBER:

MEMBER'S ANNUAL TERM

NRN15367

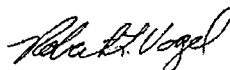
12:01 AM on 01/01/2015 to 12:01 AM on 01/01/2016

The above member has presented evidence that it has the financial and administrative resources to participate as a member of the Nevada Retail Network Self Insured Group. The member has been authorized by the Trustees of that Association and the Nevada Insurance Division to participate in the Nevada Retail Network Self Insured Group, so long as it continues to abide by the Bylaws of the Association and the applicable provisions of Chapters 616 and 617 of the Nevada Revised Statutes.

ITEM 4. PREMIUM ASSESSMENT INFORMATION

The premium assessment for this certificate will be determined by the rates, classifications, and rules utilized by the Nevada Retail Network Self Insured Group as revised from time to time and as filed with and approved by the Nevada Insurance Division.

Dated At: Carson City, Nevada
This Thursday, January 01, 2015



Authorized Representative
Nevada Retail Network Self Insured Group



CERTIFICATE OF LIABILITY INSURANCE

TUMBL44

OP ID: RIKE

DATE (MM/DD/YYYY)

12/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

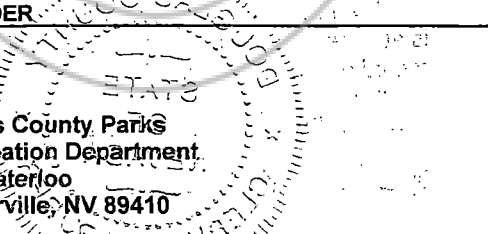
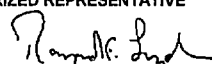
PRODUCER Snyder Insurance Services Inc 7450 W. 130th Street - Ste 230 Overland Park, KS 66213 House	CONTACT NAME: Snyder Insurance Services, Inc	
	PHONE (A/C, No, Ext): 800-874-6704 FAX (A/C, No): 913-498-0212 E-MAIL ADDRESS: Kendra@insureasset.com	
INSURED Tumbleweeds 4 Kids, Inc. 2231 Meridian Blvd. #2 Minden, NV 89423	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: New Hampshire Insurance Co	23841
	INSURER B: Mutual of Omaha	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		35846040-01	02/25/2014	02/25/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ excluded
	<input checked="" type="checkbox"/> Includes Particip						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						Emp Ben. \$ N/A
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (PER ACCIDENT) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					WC STATU-TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				OTH-ER
3	Participant Excess			T5MP-P-102000-D21	02/25/2014	02/25/2015	E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Per. Acc. 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is listed as additional insured.

CERTIFICATE HOLDER  Douglas County Parks & Recreation Department 1327 Waterloo Gardnerville, NV 89410	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

5th day of June, 2015
By Christy Mullock Deputy

