

Assessor's Parcel Number:  N/A

Date:  JANUARY 20, 2016

Recording Requested By:

Name:  SHERYL CHRISTIAN, RECREATION

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

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

Real Property Transfer Tax: \$  N/A



KAREN ELLISON, RECORDER

CONTRACT #2016.024   
(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: Diane Ortenzio-Cooling  
Address: PO Box 3042  
Gardnerville, NV 89410  
Phone: 775-790-5050

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 Self-Defense for Woman

Date of Course February 27 & March 5, 2016  
March 19 -26, 2016

Class Fee \$35/session

Percentage or Other Fee Paid To Instructor 65%

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.

DOUGLAS COUNTY  
CLERK  
2016 JAN 15 PM 3:06  
15-2016-024  
FILED



DIRECTOR: Scott Morgan

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## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between  
Douglas County Parks and Recreation Department  
and

Name: Diane Ortenzio-Cooling  
Address: PO Box 3042  
Gardnerville, NV 89410  
Phone: 775-790-5050

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	Filipino Arnis	
Date of Course	January 7 – 21, 2016	\$23
	February 4 – 25, 2016	\$23
	March 3 - 31, 2016	\$38
	April 7 – 28, 2016	\$15
Class Fee	\$10/drop-in fee	
	\$15/month if enrolled in Isshin-Ryu Karate Class	
Percentage or Other Fee Paid To Instructor	65%	

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.



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## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between  
 Douglas County Parks and Recreation Department  
 and

Name: Diane Ortenzio-Cooling  
 Address: PO Box 3042  
 Gardnerville, NV 89410  
 Phone: 775-790-5050

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	Isshin-Ryu Karate	
Date of Course	January 7 – 28, 2016	\$35
	February 4 – 25, 2016	\$35
	March 3 - 31, 2016	\$44
	April 7 – 28, 2016	\$35
Class Fee		

Percentage or Other Fee  
 Paid To Instructor 65%

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.
- 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;



AFFIDAVIT

I, DIANE ORTENZIO-COOLING, on behalf of my company, N/A, 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 JANUARY, 2016.

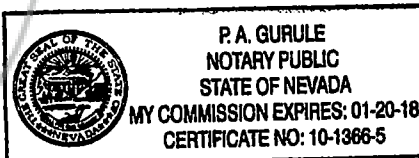
Diane Ortiz Cooling  
Signature

State of Nevada  
County of Douglas

On this 7 day of January, 2016 before the undersigned Notary Public, personally appeared Diane Ortensio-Cooling having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that Diane Ortensio Cooling executed it.

Witness my hand and official seal.

P. A. Gurule  
Notary's Signature



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

2016 day of January, 2016  
By [Signature] Deputy