

**CITY OF LAKE ELSINORE
INDEPENDENT CONTRACTOR AGREEMENT
FOR INSTRUCTION**

THIS INDEPENDENT CONTRACTOR AGREEMENT FOR INSTRUCTORS ("Agreement") is made and entered into on JULY, 2017 by and between the CITY OF LAKE ELSINORE, hereinafter the "CITY," and CA EARLY LEARNERS, hereinafter the "CONTRACTOR."

1. **Purpose.** The CITY hereby engages CONTRACTOR for purposes of providing instruction in skillful and competent manner, and shall abide by all laws in doing so. CONTRACTOR shall perform such other duties as are customarily performed by one holding such position in other same or similar businesses or enterprises as that engaged in by CITY and shall maintain instruction area in a clean, safe and orderly manner.
2. **Contractor's Status.** CONTRACTOR is an independent contractor and is solely responsible for his or her own actions or omissions. CONTRACTOR is not City's employee for any purpose. Any additional personnel performing the services under this Agreement on behalf of CONTRACTOR shall also not be employees of the CITY and shall at all times be under Contractor's direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of this Agreement and as required by law.
3. **Term.** The term of this Agreement shall begin July and end June 30, 2018
4. **Collection of Fees.** Registration fees shall be collected by the CITY through set registration procedures implemented by designated CITY staff. The CONTRACTOR is not authorized to collect registration fees. Following the collection of registration fees, the CITY shall confirm the number of participants enrolled. The CONTRACTOR will be compensated only for participants who have paid.
5. **Compensation.** In consideration of the performance of the instruction and/or services provided herein, the CONTRACTOR shall receive seventy-five percent (75%) of the participation registration fees collected for instruction and/or services identified in Section 1 above, exclusive of any facility entrance, pool use, field/court night lights, insurance fees and/or publicity fees where charged. Compensation to be paid to the Contractor shall not exceed \$70,000 without prior additional written authorization from the City. It is also understood that all taxes and/or other withholdings are the CONTRACTOR'S responsibility.
6. **Payment.** The compensation provided in Section 5 shall be paid upon satisfactory completion of instruction and/or services and receipt of an invoice within 45 days by CONTRACTOR submitted to the Community Services Department in the format specified by the Department, net 45 days.
7. **Business License, Insurance, and LiveScan.** CONTRACTOR and any subcontractor agrees to obtain and follow all business license requirements as required by the Lake Elsinore Municipal Code, Chapter 5.08. All business license requirements must be met prior to contract approval. CONTRACTOR and any subcontractor agrees to obtain all insurance required and present valid insurance certificates in accordance with the attached Terms and Conditions. CONTRACTOR, its employees, agents, consultants, contractors and volunteers agrees to perform and provide proof of LiveScan.
8. **Terms and Conditions.** This Agreement includes the terms and conditions as printed and set forth on the following page, which terms and conditions are incorporated herein by reference; and the CONTRACTOR, by executing this Agreement, agrees to comply with such terms and conditions.

CITY OF LAKE ELSINORE

By: _____
Grant Yates, City Manager

Dated: _____, 20__

ATTEST:

Susan M. Domen, MMC, City Clerk

Dated: _____, 20__

CONTRACTOR

By: _____

Print Name: Jazmine Delone

Title: Instructor

Business Name: CA EARLY LEARNERS

Business License Number: 017288

Class(es): Pre-school, Dance, Tutoring

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____