

PERSONAL SERVICE CONTRACT

THIS PERSONAL SERVICE CONTRACT is made and entered into by the City of _____, herein known as City, and _____ herein known as Contractor.

ARTICLE ONE - TERM OF CONTRACT

This Contract for personal services shall begin on _____, and continue until _____, unless sooner terminated for any reason by written notice of termination by either party to the other. Such Notice shall become effective by personal service, or mailing to the address of the other, postage prepaid. In the event of prior termination, compensation shall be paid by the City to Contractor, pro rata, to the time of such termination.

ARTICLE TWO - DUTIES/RELATIONSHIP BETWEEN PARTIES

Contractor shall perform the personal services in the behalf of the City herein below specified:

Program: _____

Classification: **Instructor**

In the event of temporary unavailability, it shall be the responsibility of Contractor to provide for make-up schedules or provide for a qualified substitute to fulfill the commitments herein established. It is expressly acknowledged and understood by the parties that nothing contained in the Personal Service Contract shall result in, or be construed as establishing an employment relationship. Contractor shall perform as an independent contractor who agrees to use his or her best efforts to provide the said services in the behalf of the City, using his or her own discretion to formulate program development. Contractor further agrees to attend the designated facility and clinics at scheduled times specified by the Parks and Recreation Director or his designee of the City. Contractor shall not be eligible for any benefits or be subject to the rules and procedures contained in the City's Personnel Manual applying to City employees, as he or she is an independent contractor.

ARTICLE THREE

In consideration of full participation in the program and duties set forth in Article Two, the City agrees to compensate Contractor in the sum of \$ _____.

Contractor provides:

City provides: advertising and registration.

Payable on the schedule set forth below:

Two weeks after completion of course and all paper work turned into (staff contact) _____.

Contractor shall not incur any expense or debt in behalf of the City without the written authorization of the Parks and Recreation Director or his designee. All program participant fees shall be established and collected by the City, and any costs for materials available to participants shall be subject to prior approval by the Parks and Recreation Director or his designee.

ARTICLE FOUR - HOLD HARMLESS

Contractor is fully cognizant of the risk of accident or injury incident to the program and activities thereunder and accepts such risks and will save and hold harmless the City from any claims or demands by whomever made arising out of injury or loss to Contractor arising out of the program and activities. Such assumption of the risk and hold harmless shall not apply to willful or reckless acts of the City or the employees of the City.

DATED this _____ day of _____, 20_____

CITY OF _____

CONTRACTOR

By _____
Recreation Supervisor

By _____
Recreation Superintendent

Contractor Signature
Address
Phone
SS#:
Federal #:
State #:

Original Contract to Finance _____
(date)