

INDEPENDENT INSTRUCTOR AGREEMENT
FOR YOGA CLASSES

THIS AGREEMENT entered into this ____ day of _____, 200__ by and between the **Town of _____** on behalf of the Parks & Recreation Division, hereinafter called the Town, and _____, hereinafter called the Instructor.

W I T N E S S E T H

WHEREAS, the Town desires to conduct Yoga classes to improve the quality of life for the residents of the Town of _____, and

WHEREAS, the Town requires the services of independent, qualified Instructor to conduct said programs and,

WHEREAS, Instructor is deemed qualified to perform in this capacity.

NOW, THEREFORE, THE PARTIES HERETO AGREE TO AS FOLLOWS:

I. TERM

This Agreement shall be effective from _____, 200__ until _____, 200__. Classes will be scheduled at such times and places as mutually agreeable to both parties. Sessions shall be no less than four (4) weeks and not more than ten (10) weeks in length, with each new session beginning on an “as needed” basis.

II. PAYMENT

The Instructor shall receive eighty percent (80%) of revenues generated through class registration. Class minimum shall be five and maximum shall be fifteen. Registrations shall be taken through the Town. The Instructor shall be paid within two (2) weeks of satisfactory completion of each four (4) week session. Requests by Instructor for payment must be made on the "Payment Request Form" available through the Town’s Parks and Recreation Division, a copy of which is attached hereto as an example.

III. NON - DISCRIMINATION

The parties to this Agreement shall not discriminate against any individual in any way due to race, color, religion, sex, age, handicap, or national origin. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

IV. AMERICANS WITH DISABILITIES ACT

The Instructor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

V. NON – ASSIGNMENT

The Instructor shall not, at any time, assign any rights or privileges which accrue under this Agreement, nor shall Instructor sublet the facility, grant any license or concessions in connection with the facility, without the prior written consent of the Town.

VI. RESPONSIBILITY OF PARTIES

The parties herein intend that an independent instructor relationship will be created by this contract. The Town is interested in the results achieved by the Instructor only, and the conduct, control, and completion of the work as set forth in Exhibit A will lie solely with Instructor.

The Town may advertise the programs through its normal publicity procedures and process program registration. The Instructor may also publicize at their own expense or effort with consent from the Parks & Recreation Division.

VII. INSTRUCTORS' RESPONSIBILITY

- A. To begin and end group Yoga sessions in a timely and prompt fashion
- B. To conduct sessions in a manner that insures safety to all participants
- C. To educate and inform all participants in proper techniques and benefits of Anusara Yoga

VIII. TOWN'S RESPONSIBILITY

- A. Provide public facility for Yoga classes
- B. Register applicants
- C. Collect fees
- D. Pay Instructor

IX. INDEMNIFICATION

The Instructor shall indemnify, defend, and hold harmless the Town, its officers, departments, divisions, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this Agreement which are attributed to any act or omission of the Instructor, her agents, employees, or anyone acting under Instructor's direction, control, or on Instructor's behalf in connection with or incident to this Agreement.

X. INDEPENDENT CONTRACTOR STATUS

The status of the Instructor shall be that of independent contractor and the Instructor shall not be considered employees of the Town of _____ and shall not be entitled to receive any fringe benefits associated with regular employment and shall not be subject to the provisions of the Town Merit System. The Instructor shall be responsible for payment of all federal, state and local taxes associated with compensation received pursuant to this Agreement. The Instructor shall be responsible for program development and operation. The Town in no way controls, directs or has any direct responsibility for the actions of the Instructor herein. Each Instructor shall supply his/her own employees, maintain his/her own insurance, workers compensation insurance, and handle all of his/her internal accounting.

XI. NOTICES

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be served by certified mail upon the other party. When served by certified mail service shall be conclusively deemed made five (5) days after posting thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereinafter provided.

A. Notice to the Instructor shall be in duplicate, addressed and mailed as follows:

B. Notice to the Town shall be in duplicate, addressed, and mailed as follows:

XII. COMPLIANCE WITH LAWS

The Instructor shall comply with all federal, state, and local laws, rules, regulations, standards and executive orders, without limitation to those designed within this Agreement. The laws and regulations of the State of _____ shall govern the rights of the parties, the performance of this Agreement and any dispute thereunder. Any action relating to this Agreement and any dispute thereunder shall be brought in a (state)_____ Court. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law. Any changes in the governing laws, rules, and regulations during the term of this Agreement shall apply but do not require an amendment.

XIII. NONWAIVER

The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing to it any time shall not be construed as an accord and satisfaction.

XIV. INSURANCE

INSURANCE: The Instructor shall provide their own Commercial General Liability Insurance in an amount of \$_____. The Instructor shall deposit with the Clerk of the Town _____ satisfactory proof of the existence of such policy. Insurance shall be kept in effect by the Instructor throughout the term of this Agreement, with no lapse in coverage. Policy shall contain provision that such insurance is primary coverage and will not be cancelable by the insurer except for filing with the Town Clerk thirty (30) days written notice of any proposed cancellation. The policy shall specifically refer to and cover the indemnity clause herein.

XV. TERMINATION

If, in the judgment of the Town, the Instructor does not perform in accordance with the conditions of this Agreement, or if the Instructor is in default of any provisions of this Agreement, the Town shall give the Instructor written notice specifying the nature of the non-performance or default. If the Instructor fail to diligently pursue such remedy to correct the infractions within a time period satisfactory to the Town, the Town may terminate this Agreement.

In the event a class is cancelled by the Town, any fees paid by participant(s) shall be refunded on a pro-rated basis to the participant(s) in accordance with the Town's established accounting procedures. No final payment(s) shall be made to the Instructor until all fees owed to the Town are collected by the Town.

XVI. ENTIRE AGREEMENT

This Agreement contains the entire contract between the parties and it may not be modified, amended, altered or extended except through a written amendment signed by all parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the date first appearing above.

INSTRUCTOR'S APPROVAL

By _____

Date _____

APPROVED BY THE TOWN _____

MANAGER

By _____

Date _____

REVIEWED BY
PARKS AND RECREATION ADMINISTRATOR

By _____

Date _____

PARKS & RECREATION
Instructor's Payment Request Form

Contract Number: _____ Expiration Date: _____
Instructor: _____ Social Security Number: _____
Address: _____ City: _____
Activity: _____ Class Date(s): _____
Number of Students: _____ Fee: _____ Gross: _____ Percentage: _____ Amount Due: _____

Office Use Only

Approved by: _____ Phone: _____ Date: _____
Parks & Recreation Administrator
Total Contract Amount: _____ Current Balance: _____ Left after Payment: _____
Submitted to According: _____ Submitted to Finance: _____