

Pleasant Grove City Recreation
Contract for Independent Contractors

1. **GENERAL.** Pleasant Grove City duly organized and existing under the laws of the State of Utah, with its primary place of business located at 70 South 100 East, Pleasant Grove, Utah (hereinafter referred to as "City") and _____ (hereinafter referred to as "Contractor") herewith enter into this contract for services, effective as of _____.

2. **RECITALS.** The parties recite and declare:

A. Contractor is willing to provide services to City, and City is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.

B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, City and Contractor agree as follows:

3. **CONTRACTOR DATA:**

Contractor certifies that the following data is true and correct:

A. (1) Name: _____

(2) Social Security Number: _____

(3) Address: _____

(4) Date of Birth: _____

(5) Telephone Number: Home: _____
Work: _____

B. I am physically fit, in good health, and physically and medically able to perform the services specified.

C. I am certified by the following sports association(s) or organization(s) as indicated:

Name of organization or association: UTAH ASA

Certified as: (coach, referee, umpire, scorekeeper, timer, etc.)

4. **SERVICES.**

A. Contractor herewith agrees to perform the following services:

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established by the City.

C. Contractor shall perform such duties as specified by this contract and are customarily performed during the course of performing the above noted services.

5. **BEST EFFORT OF CONTRACTOR.** Contractor agrees that he will at all times faithfully, industrially, and to the best of his ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of City.

6. **TERM OF CONTRACT.** This contract shall be in effect beginning _____, and ending on, or at any time before, _____.

7. **TERMINATION OF CONTRACT.** This contract shall expire on or before _____ in addition, either party shall have the right to terminate this contract with thirty (30) days written notice to the other party.

8. **COMPENSATION OF CONTRACTOR.** City shall pay Contractor, and Contractor shall accept from City, in full payment for Contractor's services under this agreement, \$ _____.

A. City agrees to provide to Contractor and the Internal Revenue Service, appropriate 1099 Forms and such other tax reporting information as may be required by the Internal Revenue Service. Nothing in this paragraph, however, shall be deemed as an acknowledgment by City that

Contractor is in any respect an employee of the City.

B. Nothing contained in this agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work under this agreement.

9. **INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that Contractor is an independent contractor and is not an employee, officer, or agent of the City for any purposes and is not entitled to any benefits as a City employee. Contractor acknowledges that the City will not withhold any federal, state, or local taxes, including FICA, nor will City provide any unemployment compensation or worker's compensation coverage. As an independent contractor, Contractor shall be responsible for all taxes and insurance coverage, and shall hold City harmless and indemnify City from and against any and all claims related to taxes, unemployment compensation or worker's compensation.

10. **RETURN OF EQUIPMENT ON TERMINATION OF EMPLOYMENT.** On termination of this agreement by either party, or at the termination of Contractor, all City property in the possession of Contractor shall be promptly returned to City by Contractor.

11. **BENEFITS.** Contractor shall no right to, and shall not be provided with, any benefits.

12. **HOLD HARMLESS/INDEMNIFICATION.** Contractor herewith agrees to indemnify and hold the City, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the City or their respective officers, officials, agents, or employees, or any person or persons, unless said loss, liability or claim is caused solely by the City's gross negligence.

13. **AGREEMENTS OUTSIDE OF CONTRACT.** This agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that he or it has relied on its own judgment in entering into this agreement. The parties further acknowledges that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

14. **MODIFICATION OF AGREEMENT.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

15. **CHOICE OF LAW.** It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted, with the exception that any action arising out of federal law shall be construed in accordance with and under and pursuant to the federal laws at issue.

16. **NO WAIVER.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

17. **EFFECT OF PARTIAL INVALIDITY.** The invalidity of any portion of this agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

18. **LIABILITY AND WORKERS COMPENSATION INSURANCE.** Contractor warrants that contractor has obtained and will maintain liability insurance sufficient to support contractors hold-harmless indemnification promise. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by state law.

19. **UNDERSTANDING AND EFFECT OF AGREEMENT.**

- A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.
- B. Parties warrant that they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
- C. And, Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

20. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

In witness whereof, each party to this agreement has caused it to be executed on the date indicated below.

CONTRACTOR:

_____ Contractor's Signature	_____ Printed Name of Contractor	_____ Date
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CITY:

_____	_____ Recreation Manager	_____ Date
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_____ Name	_____ League Supervisor	_____ Date
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