

## Bristol Parks, Recreation, Youth and Community Services

### Independent Contractor Agreement

This agreement is made \_\_\_\_\_ (Date) by and between Bristol Parks and Recreation Department and \_\_\_\_\_ (Contractor Name).

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Section 1: Term of Contract**

This contract shall begin \_\_\_\_\_, and shall end on \_\_\_\_\_.  
The parties may extend/continue the contract by mutually written agreement for future sessions.

#### **Section 2: Scope of Services**

The independent contract shall provide the following services:

- Contractor must submit a program proposal and/or additional information as request by the Recreation Coordinator.
- Contractor and Department will each provide a main contact/liaison throughout the term of the contract.
- Contractor must provide the program as per the description provided and agreed upon. Any alterations must be mutually agreed upon.
- Contractor will maintain and monitor the roster as well as ensure all participants are properly checking in and out. For Children, contractor will ensure they are leaving with designated guardian.
- Contractor will report injuries, incidents and important issues to the Recreation Coordinator within 24 hours through a written report.
- Contractor will abide by all protocols outlined in the Instructor Expectations (attached).
- Contractor will attend all scheduled classes, unless extenuating circumstances arise at which point the Recreation Coordinator must be notified.
- Contractor will provide all equipment unless mutually agreed upon.
- Any additions or requests for editing of programs not listed or described herein must be approved by the Recreation Coordinator and mutually agreed upon.
- The contractor will provide the service of \_\_\_\_\_ (program).
- The program will be held the \_\_\_\_\_ (season) of \_\_\_\_\_ (year).  
Scheduled specified in Section 3.
- The minimum number of participants for each session will be \_\_\_\_\_ and the maximum will be \_\_\_\_\_ for each session.

**Section 3: Schedule of Services**

Contractor shall provide the above services according to the following schedule.

Each program’s specific times, starting/ending times & dates and total amount of program meeting dates will be determined mutually between the Contractor and Bristol Parks and Recreation Department.

The program will be scheduled for the \_\_\_\_\_(Season/Year) as follows:

Program Schedule:

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**Section 4: Compensation**

Contractor shall receive compensation for providing services above as follows:

Agreed upon amount for services:\_\_\_\_\_

\*Contractor shall provide -Contractor Status Confirmation (PUR-010), W-9 and a Vendor Application Form if applicable.

\*After week one contractor shall provide an estimate for services provided.

\*An invoice must be provide at least two weeks prior to the completion of the program.

**\*\*\*Any delay in providing required information will delay the payment process.**

**Section 5: Contractor Policies and Guidelines**

**Section 6: Parks and Recreation Department Provided Services**

- Department shall take registration online or in office.
- Department is responsible for allocation of space unless program is held outside of city property.
- Department will provide advertising in the seasonal brochure \*\*\*, online and on social media outlets. Posters can also be hung up around the city and Department sites.
- Department shall use the provided class description and information to promote the program. Contractor may supply supplemental promotional material -logos, pictures, poster outline (approval from the department is required).

***\*\*\*If submitted prior to printing deadline.\*\*\****

## **Section 7: Insurance**

At this time the City of Bristol does not require instructors to provide insurance for services valued at less than \$5,000; though it is strongly recommended. As an independent contractor you are not covered under the City of Bristol's insurance. As a result in the event of an incident in one of your classes, you would be responsible for covering legal expenses at your own expense (unless you have opted to purchase an insurance plan). The Parks and Recreation Department reserves the right to require insurance depending on the nature of the activity.

In the event that insurance is required the Contractor shall direct its Insurer to provide original, completed Certificates of Insurance to the City before any programs begin. The Contractor will be responsible to provide written notice to the City 30 days prior to cancellation of any insurance policy.

*If insurance is required please see attached insurance requirement forms. Forms must be provided prior to the start of promoting the program and registration.*

## **Section 8: Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges for engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the contractor's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the contractor, or breach of its obligations herein or by any person or organization directly employed or engaged by the contractor to perform or furnish either of the services, or anyone for whose acts the Contractor may be liable.

## **Section 9: Terms of Contract**

The Parks and Recreation Department may terminate the instructor agreement at any time for any reason with appropriate notice. The common reasons for termination are consistent low enrollment, poor instructor performance, significant customer complaints or facility scheduling conflicts.

## **Certification**

Independent contractors must certify that they have read, understood and agree to abide by the policies and guidelines detailed in this agreement by signing and returning this form the Bristol Parks and Recreation Department. The Department reserves the right to amend these policies and guidelines and will notify the independent contractors of any such changes.

I have read the above and fully understand and agree to these guidelines.

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*Contractor Name* *Date*

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*Contractor Signature* *Date*

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*Parks and Recreation Representative Signature* *Date*