



**Village of Key Biscayne
Parks and Recreation Department**

Contract #

CONTRACT SERVICE AGREEMENT

This CONTRACT SERVICE AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2009 between the **VILLAGE OF KEY BISCAYNE, ACTING THROUGH ITS PARKS AND RECREATION DEPARTMENT** ("VILLAGE") and **INSTRUCTOR:** _____, a person or business engaged in offering services ("CONTRACTOR") for Contractor's Provision of Services to the VILLAGE.

VILLAGE AND CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

- 1. TERM.** This Agreement shall be effective for a term which commences on January 1, 2009 and ends on December 31, 2009, unless earlier terminated pursuant to this Agreement.
- 2. SCOPE OF WORK.** Contractor agrees to perform all work described in Scope of Work attached hereto as Exhibit "A", which services will primarily be performed at the Village of Key Biscayne's Community Center. The scope of work shall also be deemed to include providing all goods and performing all actions necessary to complete the task CONTRACTOR has been hired to perform, whether specifically included in the scope of work or not. Work proposals or class descriptions, once approved by VILLAGE will be attached as exhibits to this Agreement.
- 3. COMPENSATION.** CONTRACTOR shall be paid for services performed under this AGREEMENT as follows: CONTRACTOR shall recommend fees to be charged by VILLAGE, provided VILLAGE shall have the sole right to determine fees actually charged to participants. All such fees shall be paid by participants directly to VILLAGE. VILLAGE shall maintain written records of gross receipts and shall submit such records to CONTRACTOR upon request. CONTRACTOR shall be compensated based on the following service distinctions:

STANDARD SESSIONS. VILLAGE shall pay 80% of gross fees actually collected from standard session participants to CONTRACTOR as compensation for Contractor's services under this Agreement. The remaining 20% shall be retained by the VILLAGE for the use of public facilities for such services. This compensation shall be the total compensation for services, including out-of-pocket costs. VILLAGE shall pay no other compensation to CONTRACTOR. Payments to will be made to CONTRACTOR after each session of work is completed as defined in the SCOPE OF SERVICES and will follow the approved Annual 2008/2009 Payroll calendar.

DROP-IN SESSIONS. VILLAGE shall pay 80% of gross fees actually collected from drop-in session participants to CONTRACTOR as compensation for Contractor's services under this Agreement. The remaining 20% shall be retained by the VILLAGE for the use of public facilities for such services. This compensation shall be the total compensation for services, including out-of-pocket costs. VILLAGE shall pay no other compensation to CONTRACTOR. Payments to will be made to CONTRACTOR after each session of work is completed as defined in the SCOPE OF SERVICES and will follow the approved Annual 2008/2009 Payroll calendar.

4. INDEPENDENT CONTRACTOR. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor and not as an employee of the VILLAGE. CONTRACTOR has control over the means and methods by which it performs its services under this Agreement. CONTRACTOR shall be deemed independent contractors and not an agent or employee of the VILLAGE, and shall not attain any rights or benefits generally afforded to VILLAGE employees; further, CONTRACTOR shall not be deemed entitled to the VILLAGE'S worker's compensation, insurance benefits or similar protections or benefits.

5. INDEMNITY. It is understood that the Contractor shall protect, defend, indemnify, and hold harmless the VILLAGE and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of the Contractor, by or on behalf of the Contractor, or resulting from any violation by the Contractor or its employees of any statute law, ordinance, regulation or other legal requirement pertaining to a safe place of employment for workers, minimum hours and wages, and fair employment practices. However, nothing herein shall be deemed to indemnify VILLAGE for any liability or claim arising solely out of the negligent performance of VILLAGE.

6. INSURANCE. It is to be understood that CONTRACTOR is working under a contractual obligation as specified in this Agreement and is responsible as a self-employed person to remit any Federal or State Income Taxes, and to provide for his/her own Worker's Compensation, Disability Insurance, Unemployment Insurance coverage, Social Security, Liability Insurance and other such coverage.

7. NO ASSIGNMENT. CONTRACTOR shall not, under any circumstances, assign this Agreement or its rights or duties without prior written authorization from VILLAGE. Should such authorization be granted, CONTRACTOR agrees to inform any SUBCONTRACTOR of all the stipulations of this agreement.

8. TERMINATION. It is understood that CONTRACTOR will perform all services set forth herein in a good and workable manner. VILLAGE reserves the right to terminate services

for any reason, including, but not limited to, CONTRACTOR misconduct, insufficient number of participants or unavailability of facilities. In the event of termination by the VILLAGE, the CONTRACTOR shall not be entitled to any damages and shall not be entitled to any compensation other than that earned prior to notification by the VILLAGE that this Agreement has been terminated.

9. NOTICE. Notice shall be deemed given when personally delivered, faxed with a fax return or seventy-two (72) hours after deposit in the United States mail postage prepaid, return receipt requested, addressed as follows:

CONTRACTOR:

Instructor Name: _____
Street Address: _____

City, FL Zip: _____

VILLAGE:

Parks and Recreation Director
Village of Key Biscayne
10 Village Green Way
Key Biscayne, FL 33149

10. DOCUMENTS & MARKETING MATERIALS. Any documents and marketing materials created by CONTRACTOR under this Agreement shall be submitted to VILLAGE for approval prior to distribution.

11. TARDINESS & CANCELLATIONS. Any planned class cancellations or changes must be approved by VILLAGE. Any unexpected class delays or cancellations shall be reported immediately by CONTRACTOR to the VILLAGE at 305-365-8900. VILLAGE reserves the right to terminate this Agreement for any reason, including tardiness or unapproved cancellations.

12. MISCELLANEOUS.

- a. This Agreement is the only Agreement between CONTRACTOR and VILLAGE and may be amended in writing and agreed upon by both parties. No waiver of any term or condition of this Agreement shall be continuing waiver thereof.
- b. CONTRACTOR shall, without additional expenses to VILLAGE, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances, and regulations in connection with the performance of the services specified herein.
- c. The CONTRACTOR shall not solicit any participant at a VILLAGE facility for any class which is not conducted at the Community Center. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of any compensation which is owed to the CONTRACTOR.

- d. CONTRACTOR shall regularly confer with the Recreation Department Director or designee, and shall attend all meetings as required by the Recreation Department Director.
- e. No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- f. This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.
- g. CONTRACTOR shall keep all books, records and rosters in accordance with regularly accepted accounting procedures, and shall make those documents available to the VILLAGE for inspection and audit at all times.
- h. This Agreement shall be construed and governed pursuant to Florida law. Any litigation between the parties which arises out of or is related to this Agreement shall be maintained solely in the Florida state courts situated in Miami-Dade County, Florida. Further, the parties hereby expressly waive any right to trial by jury in any litigation between the parties which arises out of or is related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF KEY BISCAYNE,
("VILLAGE")**

**PRINT CONTRACTOR NAME
("CONTRACTOR")**

By: _____
Genaro "Chip" Iglesias
Village Manager

By: _____

ATTEST:

Street Address: _____

By: _____
Conchita Alvarez, Village Clerk

City, State Zip: _____

Phone Number: _____

E-mail: _____

Approved as to Legal form:

By: _____
Village Attorney

Business Name (if applicable)

Social Security # or Tax Id #

Exhibit "A"

Scope of Work

A description of the program, class or activity to be provided by CONTRACTOR is as follows (or see attachment):
