

**Tahoe City Public Utility District
INDEPENDENT CONTRACTOR AGREEMENT**

1. **The Parties.** This Agreement is made and entered into as of the ____ day of _____, by and between the Tahoe City Public Utility District ("District") and _____, an independent contractor ("Contractor").

WHEREAS the District intends to pay the Contractor for services provided, effective _____, 20____, under the following terms and conditions:

2. **Scope of Services.** In mutual consideration of the terms and provisions set forth herein, Contractor agrees to perform the following: _____(hereinafter known as "Services") _____ at _____(hereinafter known as "Premises").

3. **Payment.** The District and the Contractor agree on the following compensation for the Services provided pursuant to this Agreement _____ for the completion of instructional services performed. Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the District, not to be unreasonably withheld.

The District and the Contractor agree compensation shall be provided by the (circle one) District or Contractor on the following payment schedule: _____

4. **Due Date.** The Services provided by the Contractor: (check one)
a. Shall be completed by _____, 20____.
b. No due date.
c. Other. _____.
5. **Term.** This "Agreement" shall become effective on the date stated above and will continue in force until the "Services" provided for herein have been fully and completely performed by the Contractor.
6. **Option to Terminate.** In addition, the District or Contractor may terminate this Agreement by providing no less than ten (10) days' notice to the other party.
7. **Independent Contractor Status.** The Contractor is an independent contractor and agrees that neither he/she, nor the Contractor's employees or subcontractors are, or shall act as an agent or employee of the District, during, prior to, or after commencement of the Services or performance of this Agreement.

Contractor acknowledges and agrees that a) District shall not withhold taxes of any kind from Contractor's compensation, b) District will not secure workers compensation or pay unemployment insurance to, for, or on behalf of Contractor, c) Contractor certifies he/she does not retain membership in the California Public Employees' Retirement System (CalPERS), either active, inactive, or as retired annuitant, and d) District will not provide, and Contractor is not entitled to, any of the usual and customary benefits or privileges of District employees, including but not limited to facility access outside of scheduled times, access to District office and supplies.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed; Contractor shall select starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the "Services" required under this Agreement; neither Contractor, nor the Contractor's employees or subcontractors, shall be required to wear any uniforms provided by the District; the Services required by this Agreement shall be performed by the Contractor, Contractor's employees or subcontractors, and the District will not hire,

supervise, or pay assistants to help the Contractor; neither Contractor nor Contractor's employees or subcontractors shall receive any training from the District in the professional skills necessary to perform the "Services" required by this Agreement; and neither the Contractor nor Contractor's employees or subcontractors shall be required by the District to devote full-time to the performance of the Services required by this Agreement.

8. **Business Licenses, Permits, and Certificates.** Contractor will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any applicable licenses, permits, or approvals which are legally required for Contractor to be involved in, supervise, or conduct the Services. Contractor warrants that it is qualified, trained and experienced to instruct the class in a safe, professional, and satisfying manner. Contractor will provide proof of qualifications to District upon request. Every contractor providing Services to any participant younger than 18, shall complete the Department of Justice Criminal Live Scan Background Clearance.
9. **Expenses.** Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, any personal equipment, supplies, business costs, employment costs, taxes, or any other costs that may or may not be in connection with the Services provided by Contractor.
10. **Marketing and Registration.** District will include Services in current Activity Guide, promote Services on social media, and in promotional flyers (electronic and printed). District, if mutually agreed upon by District and Contractor, will be responsible for taking registrations through its registration system, and provide Contractor with a roster of participants registered to take the class or program as part of the Services provided by Contractor under this Agreement.
11. **Minimum Insurance Requirements –** The Contract shall procure and maintain for the duration of the Services, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with Services and the activities of the Contractor, guests, agents, representatives, employees, or subcontractors. The Contractor shall provide and maintain the following commercial general liability, automobile liability, and workers' compensation insurance:
 - a. General Liability - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000), or such as other amount that is acceptable to the District, for bodily injury and property damage each accident.
 - c. Workers' Compensation Insurance - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) providing the insurance specified above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy(s) which arise from work performed by the Contractor for the District, but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status:** The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
- b. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

12. **Indemnification.** Contractor agrees to defend, indemnify, release and hold harmless District, its directors, officers, agents, employees and authorized volunteers from and against any and all loss, damage, liability, claims, demands, suits, costs, charges and expenses (including, without limitation, attorney's and expert witness fees and other expenses of litigation) and causes of action of whatsoever character which Contractor may incur, sustain, or be subjected to that is related to, or arising out of the Services, or in any way connected with the occupancy, use or enjoyment of the Premises and/or District facilities under this Agreement, except those related to or arising out of the District's sole negligence or willful misconduct.
13. **Confidentiality.** The Contractor acknowledges that it will be necessary for the District to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform its duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the District. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the District without the District's prior written permission except to the extent necessary to perform Services for the District.

14. **Miscellaneous Provisions.**

Contractor hereby assigns to the District all right, title, and interest in any and all photographic images and videos or audio recordings made by the Contractor during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and The District will be entitled to use Contractor's name and/or likeness in advertising and other materials.

The Contractor may assign its rights and may delegate its duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that it shall be liable for all work performed by the Subcontractor and shall defend, indemnify and hold the District, its directors, officers, agents, employees and authorized volunteers harmless of any liability in connection with services provided by the Subcontractor.

This Agreement does not create a partnership or joint venture relationship between the District and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the District's behalf or represent the District in any manner.

The contents of this Agreement are the entire agreement between the District and Contractor, and supersede all written or oral communication between the parties prior its execution. This Agreement shall not be modified except by the written agreement signed by both parties.

This Agreement shall be governed under the laws in the State of California. Any suit or action to interpret or enforce this Agreement shall be brought and maintained in the Superior Court in and for the County of Placer, State of California. The prevailing party in any action or suit to interpret or enforce this Agreement shall be entitled to an award of attorneys' fees and expenses.

CONTRACTOR:

DISTRICT:

By: _____ Date: _____
Signature

By: _____ Date _____
Signature

Title: _____

Title: _____

ADDITIONAL CONTRACTOR INFORMATION:

Mailing Address _____

Best Phone Number _____

Business License # and expiration date _____