

**INSTRUCTOR SERVICES CONTRACT  
COVER SHEET**

**Instructor's Name:** Amber Rose

**Official Class Name:** Goat Yoga

**Effective Date:** 2/10/2022

**Expiration Date:** 12/31/2022

*Please attach the completed cover sheet to the services contract before sending it to the City Clerk's office. Thank you!*

**Supervisor's Name:** Marlene Godsey

**Special Notes for TRIM:** \_\_\_\_\_

**Hard Copy to Ali:** \_\_\_\_\_

4. **Additional Instructor Duties:** In addition to the Scope of Services, the Instructor will perform the following:
  - a. Promptly correct all misconduct, profanity, or property damage of City property or other unwarranted acts of misbehavior.
  - b. Instruct the Program(s) on the days, hours, and locations pursuant to this Agreement, subject only to changes agreed upon in advance by the City and Instructor.
  - c. Instructor shall notify City when illness or emergency prevents Instructor from reporting for a scheduled class or meeting. In the event of temporary unavailability, it shall be the responsibility of the Instructor to provide for make-up schedules and/or provide for a qualified substitute to fulfill the Instructor's commitments herein. The City must consent to any substitute. If program registration is the responsibility of the City and the Program or a scheduled class or meeting must be cancelled, the City shall inform all class members by telephone that the class will not meet, but will be rescheduled. If program registration is the responsibility of the Instructor and the Program or a scheduled class or meeting must be cancelled, the Instructor shall inform all class members by telephone that the class will not meet, but will be rescheduled.
  - d. Instructor shall report all accidents and/or incidents to the City immediately, but no later than twenty-four (24) hours following the accident and/or incident. For the purposes of this Agreement, "incident" means any event which differs from the ordinary conduct of the Services and which affects a participant or facility during the scope of the Program. An incident may not necessarily result in injury. Examples of an incident include, but are not limited to: inappropriate verbal outbursts by a Program participant or observer; a child or other Program participant who is otherwise misbehaving; a fight that erupts in the Program space or parking lot; or a theft of property, either from a Program participant or from the Program space. The Contractor shall be solely responsible for determining under what circumstances a Participant shall be removed from the Program. Contractor shall be solely responsible for any liability associated with its decision to remove or not remove a Participant from the Program. At any time, the City may recommend the removal of a Participant from the Program
  - e. Instructors responsible for collecting program registrations are responsible for forwarding all drop-in registrant information and payments to the City's Parks and Recreation Department on a monthly basis. Information and payments are due within five (5) business days of the end of the previous month.
  - f. If the Program is to be administered on City property or with City property, then the Instructor shall assume responsibility for the proper use and care of City equipment, the building and/or grounds to which assigned. Instructor shall return all Program Space and equipment used during the Program to its original condition. No Program Participant shall be allowed to smoke, drink any beverage other than water, or eat in the Program Space.
5. **Program Fees and Program Participant Disclaimers:** The City shall establish and collect all fees from Program Participants. The City shall determine if a refund shall be granted to a Program Participant. Each Program Participant, if twelve years of age or older, and each Program Participant's parent or guardian shall be required to sign a waiver which has been approved as to form and content by the City, holding the City harmless from any claims or damages arising out of the Program.
6. **Compensation:** In consideration of the Services to be performed pursuant to this Agreement, the City agrees to pay the Instructor \$4 of the registration cost per registered Program Participant for which a refund has not been granted. Upon completion of the Program and within one (1) week therefrom, the Instructor shall provide Program attendance sheets to the Program supervisor or Program coordinator. Payment shall then be tendered by the City for Services adequately and fully rendered to the Instructor within ten (10) week days of receipt of the attendance sheet.
7. **Independent Contractor:** The Services are contracted for and shall be rendered as an independent contractor not as an agent of the City. Instructor agrees to use Instructor's best efforts to provide the Services agreed to herein on behalf of the City using Instructor's own discretion in formulating Program development. The City shall not direct or control the Services of the Instructor concerning the Scope of Services and the time and dates of the Program(s), except as otherwise mutually agreed to herein. The Instructor shall not become or be considered an employee of the City. As an independent contractor the Instructor is not entitled to worker's compensation benefits nor to unemployment benefits, except as may be provided by the Instructor or some other entity. The Instructor is obligated for all federal and state income tax on any moneys earned or paid pursuant to this Agreement. The City shall not be responsible for withholding any portion of Instructor's

EXHIBIT A  
SCOPE OF SERVICES

1. The Program shall consist of:
  - a. Classes, including meeting locations, times, and dates, will be determined by the City.
  
2. The Instructor shall:
  - a. Instruct the Program Participants in the subject matter or activities offered in the Program as set forth by the Parks and Recreation seasonal activity guide.
  - b. Ensure that the program attendance sheet waiver is signed by all participants and returned to Program staff as prescribed in this agreement.
  - c. Forward all drop-in registrant information and payments to the City's Parks and Recreation Department after each class
  - d. Provide all staff necessary to offer instruction to Program Participants.
  
3. The City shall:
  - a. Advertise the program in the Parks and Recreation seasonal activity guide.
  - b. Collect all program fees and disclaimers from Program Participants.
  - c. Compensate the Instructor in accordance with the terms of this Agreement.