INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO._____

THIS AGREEMENT is entered into this_____day of _____
By and between_____a Chartered Club (the"Club"),
19803 R. H. Johnson Boulevard, Sun City West, Arizona 85375-4498, And
(the "Contractor"), _____

_____
(Address – City, State, Zip Code)

WHEREAS, the Club desires to engage the Contractor to provide certain Instruction or entertainment for the Club, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual Promises and covenants herein contained, the parties agree as follows:

1. **Services to be Rendered.** The club desires that the Contractor provide, and the Contractor agrees to provide, the instruction or entertainment set forth in Exhibit A, attached hereto, and by this reference made a part hereof. All instruction or entertainment provided by the Contractor shall be of the highest standard and shall be accomplished to the Club's satisfaction.

2. **Status.** The contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. Contractor warrants and represents that Contractor has complied With all federal, state and local laws that may be required for Contractor to provide the instruction or entertainment as set forth in the Agreement. Club shall not be liable to the Contractor for any expenses Contractor pays or incurs unless otherwise agreed to in writing by the Club. Contractor shall supply, at Contractor's sole expense, all material and/or supplies reasonably necessary to accomplish the instruction or entertainment to be provided.

3. **Terms of Payment.** Club shall pay the Contractor the amounts, and in accordance with the payment schedule, after the Contractor has accomplished the services to be performed.

4. **Federal, State and Local Taxes.** Neither federal, state nor local Income tax, nor any other payroll tax of any kind shall be withheld or paid by the club on behalf of the Contractor. In accordance with the terms of this Agreement and the understanding of the parties herein, Contractor shall not be treated as an employee with respect to the Instruction or entertainment provided hereunder for federal, state or Local tax purposes. Contractor understands that Contractor is Responsible to pay income tax in accordance with federal, state and Local law. Contractor further understands that Contractor may be Liable for Social Security taxes, to be paid in accordance with all applicable laws.

5. **Club Liability.** Contractor agrees and understands that, in the event of a breach of the is agreement or any provisions contained herein by the Club, only the assets and property of the Club are subject to enforcement or legal action by the Contractor against the Club and, further, Contractor understand and acknowledges that no individual member of the club, nor any individual Club member's assets or property, shall be subject to any enforcement or legal action by the Contractor in connection with, or in any way related to, this Agreement. The Contractor hereby releases and holds harmless the Individual Club members, their assets and property, from any and all Loss, cost, damage, expenses, obligation, lawsuit, action or liability, (including, but not limited to, court costs and attorneys' fees) in Connection within any way related to this Agreement.

6. **No Liability of the Recreation Centers of Sun City West, Inc.** CONTRACTOR AND SUB, JOINTLY AND SEVERALLY, RELEASE, HOLD HARMLESS AND INDEMNIFY THE RECREATION CENTERS OF SUN CITY WEST, INC. AN ARIZONA NONPROFIT CORPORATION (THE "ASSOCIATION") FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, EXPENSE, OBLIGATION, LAWSUIT, ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND ATTORNEYS' FEES) RELATED TO, DUE TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE SERVICES PERFORMED HEREUNDER BY THE CONTRACTOR, ANY INCIDENT RELATED TO THE SERVICES RENDERED, OR THE

BREACH, NONPERFORMANCE OR NONPAYMENT OF ANY TERM OR PROVISION CONTAINED HEREIN. CONTRACTOR WILL PROVIDE A CURRENT COPY OF CERTIFICATE OF LIABILTIY TO THE RECREATION CENTERS SHOWING INSUREDS NAME, AMOUNT AND CONTACT INFORMATION. THE CLUB AND RECREATION CENTERS HAVE THE RIGHT TO DETERMINE IF INSURANCE IS ADEQUATE.

7. **Club not Responsible for Worker's Compensation.** Because Contractor is engaged in Contractor's own independent contracting business and is not an employee of the Club, Club will not obtain, nor be responsible for obtaining workers' compensation insurance for the Contractor.

8. **Qualifications.** Contractors warrants and represents that the Qualifications of the Contractor set forth on Exhibit B attached hereto and, by this reference, made a part of hereof, are true and correct and that the Club is entitled to rely upon and said qualifications.

9. **Term.** This agreement's term shall be as set forth in Exhibit A attached hereto. Either party may terminate the Agreement at any time by giving thirty (30) days' written notice to the other. Notwithstanding a termination, the Contractor's obligations to provide any follow-up services shall remain in effect until such services are completed.

10. **General Provisions.**

    a. **Notices.** Any notice given in connection with this Agreement shall Be given in writing and shall be delivered either by hand to the other Party or by certified or registered mail, return receipt requested, postage prepaid, to the other party at the other party's address stated Herein. Either party may change the address stated herein by giving notice of the change in accordance with this section.

    b. **No Authority to Bind Club.** The Contractor has no authority to enter into contracts or agreements on behalf of the Club. This agreement does not create a partnership, joint venture or any other association between the parties other than the independent contractor relationship set forth herein.

    c. **Assignment.** This Agreement may not be assigned by the Contractor without the Club's prior written permission.

d. **Waiver.** The waiver by either party of a breach of any provision of this Agreement shall not operate, nor be construed, as a waiver of any subsequent breach.

e. **Modification.** No change, modification, nor waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Club and the Contractor.

f. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Club and the Contractor.

g. **Applicable Law.** This agreement shall be governed by and construed and enforced in accordance with the laws od the State of Arizona without regard to its conflict of law principles.

h. **Headings.** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

i. **Attorney's Fees.** In the event of a breach of this agreement, or any litigation between the parties arising out of this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs incurred, including fees for appeal or arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CONTRACTOR	**CLUB**
Independent Contractor Signature	Chartered Club President Signature
Print Name	Print Name

EXHIBIT A

Are you a member in good standing of RCSCW: ☐ Yes ☐ No

What is your Rec Card Number:

Are you a member or officer of the club in which you are providing services: ☐ Yes ☐ No

Description of Services:

Terms of Payment:

Term of Agreement (No more than one (1) year):

EXHIBIT B

Description of Contractor's Qualifications:

Admin Only

Recreation Manager Reviewed _____ **Signature** _____ **Date** _____

Certificate of Insurance Required Yes or No _____