

**Canton Township Leisure Services
INDEPENDENT CONTRACTOR AGREEMENT**

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AGREEMENT between the CHARTER TOWNSHIP OF CANTON LEISURE SERVICES ("Department") and

Name on W-9

Business Name _____
 Contractor's Name _____ X

Address _____ City _____

Phone # _____ Alternate # _____ Fax # _____

E-mail _____

In consideration of the mutual promises between the parties, as stated below, IT IS HEREBY AGREED as follow:

1. Department contracts with Contractor to serve as an independent contractor to provide the following services at the days, times and places stated below.

Fitness/Wellness Coaching Package Jan 1 – Dec 31, 2023	Customer Fee	Amount to Coach per session Jan 1 – Dec 31, 2023	Fitness/Wellness Coaching Package Jan 1 – Dec 31, 2023	Customer Fee	Amount to Coach per session Jan 1 – Dec 31, 2023
Individual 1 session	\$53M/\$58R/ \$74NR	\$37.10M/\$40.60R/ \$51.80NR	2 people / 3 sessions	\$234	\$54.60
Individual 3 sessions	\$142M/\$158R/ \$205NR	\$33.13M/\$36.87R/ \$47.83NR	2 people / 6 sessions	\$435	\$50.75
Individual 5 sessions	\$234M/\$260R/ \$338NR	\$32.76M/\$36.40R/ \$47.32NR	3 people / 3 sessions	\$257	\$59.97
Individual 10 sessions	\$449M/\$500R/ \$648NR	\$31.43M/\$35R/ \$45.36NR	3 people / 6 sessions	\$475	\$55.42
Individual 15 sessions	\$637M/\$708R/ \$920NR	\$29.73M/\$33.04R/ \$42.93NR	4 people / 3 sessions	\$297	\$69.30
Individual 20 sessions	\$833M/\$925R/ \$1,189NR	\$29.16M/\$32.38R/ \$41.62NR	4 people / 6 sessions	\$554	\$64.63
Individual 25 sessions	\$1,014M/\$1,127R/ \$1,465NR	\$28.39M/\$31.56R/ \$41.02NR	30 minute consultation	\$16	\$16

1. Contractor shall coordinate his or her services with the Director of the Department, or designee; however, neither the Director nor the Department shall have specific control over the manner in which Contractor performs his or her duties under this Contract.
2. Contractor agrees to devote his or her full and good faith efforts during the period of performance of services for the purpose of carrying out the objectives for which the services are being performed.
3. Compensation to Contractor for the performance of services under this Contract shall be as follows: **70% Contractor; 30% : Department, based on the above listed fee(s). For 10% Customer Discount, contractor will receive 70% of the discounted price per session.**
5. Contractor will be paid within thirty days of the completion of the program as long as all appropriate paperwork has been submitted. Contractor must submit invoices to the program supervisor for processing and must include the following minimum information on the invoice:
 - Contractor Name (as listed on the W-9).
 - Date submitted.
 - Invoice numbers for each client served, which session this is (example: session 2 of 10), and date served.
6. If compensation is based upon the number of persons being instructed or supervised, only those persons on the official roster provided by the Department shall be counted for this calculation.
7. Canton Township, and its several departments, officers, officials and employees, and the owner of the property on which services are performed, shall not be liable nor responsible for any property damage and/or personal injury and/or other loss of damage suffered by, or caused by or arising out of the actions of, Contractor, and Contractor indemnifies, releases and forever discharges each of such entities and persons from any and all actions, causes of actions, claims and damages with respect to any and all such damage, injury and/or loss. This provision shall not, however, release nor discharge any individual from his or her intentionally wrongful and/or grossly negligent acts. Contractor shall have no right to expect coverage under any and all existing comprehensive or personal injury liability

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- 8. Department reserves the right to terminate this Contract at any time: (1) with cause without any advance notice; and (2) without cause upon 10 days notice, however, the Department reserves the right to stop Contractor from performing services without any advance notice.
- 9. Contractor shall have the right to terminate and cancel this Contract: (1) with cause upon 10 days advance notice; and (2) without cause upon 30 days advance notice.
- 10. Contractor's relationship with Department is and shall continue to be that of an independent contractor. Contractor is not an employee of the Department or of the Township, and no liability or other benefits, such as unemployment or workers compensation, retirement, insurance benefits, tenure rights or tax withholdings shall be made by or accrue to Contractor.
- 11. The following programs/activities may carry an increased risk and will be required to have insurance as identified below (select the type of activity):

Fitness Classes Martial Arts Sports Clinics/Classes Dog Obedience Gymnastics/Tumbling
 Other Wellness Coaching

____(Instructor initials if insurance is require

Insurance requirements for any of the above mentioned activities or any activity deemed to have a higher risk shall include:

- A. Contractor shall procure and maintain through the duration of the Agreement the minimum insurance coverages set forth in subparagraphs (i) through (iii), below.
 - i. Commercial General Liability insurance against claims for bodily injury or death and property damage occurring in under this Agreement, such as insurance to afford immediate protection to the limits of not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 aggregate and such insurance shall include (a) advertising injury; (b) personal injury; (c) death, (d) property damage; and
 - ii. If Contractor assigns any employees to work in providing services, worker's compensation (statutory amount) for employees of Contractor; Employer's liability-\$100,000.00 bodily injury for each accident, disease limits of \$100,000.00 per policy and \$100,000.00 per employee.
 - iii. The Township shall be named as an additional insured on Contractor's policies, except workers' compensation, without any restrictive modifications. All policies shall contain an endorsement waiving any claim or right of subrogation against the Township. The insurer of any policy shall have a Certificate of Authority to transact insurance business in the State of Michigan.

Contractor shall maintain with respect to each such policy an agreement evidencing such insurance with such endorsement as may be reasonably required by the Leisure Services Department Director and shall deliver to the Leisure Services Department a certificate with respect to such insurance in a form reasonably satisfactory to the Leisure Services Department at least five (5) days before the start of any service provided. Contractor shall obtain the written agreement on the part of each insurance company to notify the Leisure Services Department prior to cancellation, material alteration or non-renewal of any such insurance.

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11. Additional Items:

Personal Training clients are issued to the Personal Trainer by the program supervisor.

The following terms and provisions shall apply to all contracts in which an independent contractor is providing instruction in connection with the course offered by or through the Department:

- a. A condition precedent to the effectiveness of this Contract shall be a sufficient number of enrollees registering for the course such that the course is self-sufficient.
- b. Contractor agrees to:
 - (1) Pick up at the Department a list of registered participants and a Contract Instructor Handbook prior to the first session, and to keep an activity attendance record and return such record to the Department after the course has been completed.
 - (2) Report any accidents which occur in and during a course, and turn in a written report to the Department within 24 hours (Documentation is required by a Township Employee).
 - (3) Contact the Department concerning all cancellations (minimum 24 hour notice if possible).
 - (4) Contact all enrollees concerning each and every cancellation.
 - (5) Take responsibility for the supervision of enrollees and for the reasonable care of the facility or facilities used in conducting the course, including the exercise of due diligence in the handling of Township equipment and securing equipment and buildings during and following use.
 - (6) Complete the program evaluation form upon completion of the course.
 - (7) Return any equipment issued, and insure that a receipt has been signed for the return of such equipment.
 - (8) Comply with all department policies and procedures.
 - (9) Successfully complete a criminal background investigation.

DEPARTMENT _____ DATE _____

CONTRACTOR _____ DATE _____

For Office Use Only

Programmer Name: _____ Extension: _____

Insurance Required Yes No Must be attached _____ W-9 Attached On File

Staff Initials

Staff Initials

Background Check Completed _____

Date

Staff Initials

Division Supervisor Date Business Supervisor Date Director Date