

4. Supplies/Equipment:

INSTRUCTOR is responsible for providing participants with the necessary supplies for his/her class. In the event that supplies are to be obtained by the participant, it is INSTRUCTOR's responsibility to provide DISTRICT with a supply list fourteen (14) calendar days prior to the start of registration. If a supply fee is required for each participant, INSTRUCTOR must provide this information in writing sixty (60) calendar days prior to the start of registration for it to appear in DISTRICT marketing and promotional materials. Supply fees are to be paid directly to INSTRUCTOR and DISTRICT is not responsible for non-payment of supply fees by participants. INSTRUCTOR must have written approval prior to charging additional fees and shall not make a profit from the sales of these supplies.

5. Class Publicity:

INSTRUCTOR is responsible to promote his/her class, apart from those activities stated in Section IV below. All marketing and promotion materials must be approved by the DISTRICT prior to distribution or publication.

B. The INSTRUCTOR shall obtain and maintain insurance as follows:

Without limiting or diminishing the INSTRUCTOR'S obligation to indemnify or hold the DISTRICT harmless, INSTRUCTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement according to Board of Supervisors Policy B-10.

1. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the Applicant's use of County property. The policy shall name the DISTRICT, the County of Riverside its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.

2. Workers' Compensation:

If the INSTRUCTOR has employees as defined by the State of California, the INSTRUCTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then INSTRUCTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

C. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one (1) policy term.
2. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, they amount or type of insurance carried becomes inadequate, or the requirements for insurance change, the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein.
3. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT (Homeowners insurance, etc.)
4. INSTRUCTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

IV. DUTIES OF THE DISTRICT

- A. The DISTRICT is responsible for submitting all class information and press releases to the media, unless written approval is provided to INSTRUCTOR.
- B. The DISTRICT is responsible for including class information in DISTRICT marketing, promotional and registration materials, applicable to the Center. INSTRUCTOR is responsible for submitting class information to DISTRICT in writing sixty (60) calendar days prior to the start of registration. If INSTRUCTOR does not submit class information to DISTRICT in writing by the given deadline, the information may not be included in the brochure.
- C. The DISTRICT shall make approved promotional class materials provided by INSTRUCTOR available at DISTRICT facilities.

V. LIABILITY AND INDEMNIFICATION

INSTRUCTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors/Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of INSTRUCTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of INSTRUCTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. INSTRUCTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by INSTRUCTOR, INSTRUCTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner

whatsoever limits or circumscribes INSTRUCTOR'S indemnification to Indemnitees as set forth herein.

INSTRUCTOR'S obligation hereunder shall be satisfied when INSTRUCTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe INSTRUCTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the INSTRUCTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

VI. TERMINATION

DISTRICT may, by written notice to INSTRUCTOR, terminate this Agreement in whole or in part at any time. Such termination may be for DISTRICT'S convenience or because of INSTRUCTOR'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of INSTRUCTOR to timely perform Services pursuant to the Description of Services in Exhibit A of this Agreement.

- A. Discontinuance of Services: Upon receipt of written Notice of Termination, INSTRUCTOR shall discontinue all affected Services as directed by the Notice of Termination and deliver to DISTRICT all related materials in performance of Services.

- B. Effect of Termination for Convenience: If the termination is for the convenience of DISTRICT, DISTRICT shall compensate INSTRUCTOR for Services satisfactorily provided though the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. INSTRUCTOR shall provide documentation deemed adequate by DISTRICT'S Representative to show the Services actually completed by INSTRUCTOR prior to date of termination. This Agreement shall terminate fourteen (14) calendar days following the receipt by the INSTRUCTOR of the written Notice of Termination.

- C. Effect of Termination for Cause: If the termination is due to the failure of INSTRUCTOR to fulfill its obligations under this Agreement, INSTRUCTOR shall be compensated for those Services, which have been completed and accepted by DISTRICT. In such case, DISTRICT may take over work and prosecute the same completion by contract or otherwise. Further, INSTRUCTOR shall be liable to DISTRICT for any reasonable additional costs incurred by DISTRICT to revise work for which DISTRICT has compensated INSTRUCTOR under this Agreement, but which DISTRICT has determined in its sole discretion needs to be revised in part or whole to complete the Services described in Exhibit A. Following discontinuance of Services, DISTRICT may arrange a meeting with INSTRUCTOR to determine what steps, if any, INSTRUCTOR can take to adequately fulfill its requirement under this Agreement. In its sole discretion, DISTRICT'S Representative may propose an adjustment to the terms and conditions of the Agreement. Such contract adjustments, if accepted in writing by DISTRICT and INSTRUCTOR, shall become binding on INSTRUCTOR and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by DISTRICT and INSTRUCTOR, this Agreement shall terminate seven (7) calendar days following the date of Notice of Termination was mailed to the INSTRUCTOR. Termination of this Agreement for cause may be considered by DISTRICT in determining whether to enter into future agreements with INSTRUCTOR.

VII. MISCELLANEOUS PROVISIONS

- A. Administration: DISTRICT General Manager (or designee) shall administer this Agreement on behalf of the Riverside County Regionald Park and Open Space District Board of Directors.
- B. Alteration: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any parties hereto.
- C. Conflict of Interest: INSTRUCTOR shall not promote or mention the services of their business or another company's business as it relates their scope of services.
- D. Confidentiality: INSTRUCTOR shall observe all Federal, State and DISTRICT regulations concerning confidentiality of records. INSTRUCTOR shall refer all requests for information to DISTRICT.
- E. Governing Law: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance of interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.
- F. Independent Consultant: The INSTRUCTOR is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the INSTRUCTOR shall in no event, as a result of this contract, be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- G. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.
- H. Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- I. Waiver: Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping DISTRICT from enforcement hereof.
- J. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall deem to be merged herein. Any modifications to the terms of this Agreement shall be in writing and incorporated herein and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

- K. Background Check: All Independent Contractors and their assignees, subcontractors, assistants or substitutes working with the District are required to submit to a background check by the District. Each background check must be reviewed and approved by law enforcement prior to such persons conducting any programs offered through the District.

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

DISTRICT

Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Riverside, CA 92509

Scott Bangle
General Manager

Signature: _____

Date: _____

Instructor

Signature _____

Dated: _____

EXHIBIT "A"
Scope of Services

Classes shall be held at:

Class 1:

Provide an instructional _____ program / class.

Days / Times of class:

Dates / Date Range for class sessions:

Class 2:

Provide an instructional _____ program / class.

Days / Times of class:

Dates / Date Range for class sessions:

Class 2:

Provide an instructional _____ program / class.

Days / Times of class:

Dates / Date Range for class sessions: