

Kennebunk

1 Summer Street
Kennebunk, ME
04043

Recreation Department



offering programs for ages 1 through 101

Kennebunk Recreation Department Contractual Program Contract

This Contract for Services Agreement is made effective as of (date) _____ by and between the Town of Kennebunk, Recreation Department, of 1 Summer Street, Kennebunk, ME 04043 and the following:

Name of Business: _____

Address of Business: _____

Name of Program: _____

Date of Program: _____

Times of Program: _____

Cost of Program: _____

Site of Program: _____

Staff & Participant Ratio: _____

Business agrees to provide the following services for program:

Payment Requirements:

Amount to be Paid: _____ Date to be Paid: _____

What (if any) portion of program fees go to the department: _____

What is included in the payment?

The above business agrees to the following:

- No written materials (flyers, posters, brochures, letters, T-shirts) can be distributed to the public without the prior approval of the Kennebunk Recreation Department.
- *There will be no reimbursement given or payment made out for any materials purchased without the departments approval.*

It is the responsibility of the above business to:

- Know if and when the program will be starting i.e: times & dates.
- Have first aid supplies/equipment
- Report any injuries/accidents regardless of severity to this office immediately. An accident/injury report form must be completed by the business that will be provided by the department.
- **NEVER** allow anyone other than the participants listed on the program list provided by the office to participate in **any capacity** during a program. Any extra persons who are not registered **may not participate at all** unless the parent/guardian registers them at the office prior to the program starting and with approval from the Kennebunk Recreation office. A child under no circumstances should be allowed to participate in the program in the event that the parent/guardian leaves the program to register at the office. If there is any question on whether a person is registered, they may not participate without approval from this office.
- The business that is running the program must make sure all participants have left safely after the program has ended. Never leave a child alone after the program is done.
- Business may not solicit participants for their own private business nor the private business of any other employee/volunteer or participant of the program.

- **NEVER** give out medical advice or tell an injured participant/parent that this department will reimburse for any injuries that occur during a program.
- **NEVER** set up any arrangements for special conditions or the disbursement of medicine or medical shots with a parent or participant of any Recreation program. These arrangements can only be done with the Director of the Recreation Department. This includes but is not limited to: one-on-one supervision requirements, disbursement of medicines or shots and regulation of medication.
- **NEVER** transport any participant in your own personal vehicle or in any vehicle other than a Department vehicle and only if authorized by the Kennebunk Recreation Director or Assistant Director.
- *In the event of thunder and or lightning while outside:* If you hear thunder and or see lightning, suspend your activity immediately and make sure all participants are taken to a safe area away from the open field. The program you are in charge of **cannot** be resumed until 30 minutes have passed since the last thunder was heard and/or lightning was seen. Do not go under any trees to take shelter from the storm

PAYMENT FOR SERVICES

Upon completion of the class and receipt of an invoice, the payment will be issued within 30 days. For any questions concerning your check please contact the Recreation Department at 207-604-1335.

TERMINATION

Termination of agreement: The Kennebunk Recreation Department reserves the right to terminate this agreement at any such time the Department's contract is not being fulfilled by the above business.

RELATIONSHIP OF PARTIES

As _____ is an Independent Contractor and not an employee of the Kennebunk Recreation Department, the following provisions apply to the relationship between the Kennebunk Recreation Department and said Independent Contractor:

1. Contractor agrees to provide any equipment/supplies necessary for the _____. Contractor further agrees to do any set-up or clean up required for the _____.
2. The Kennebunk Recreation Department will take no withholding for taxes of any type from the fee agreed upon. All taxes, FICA or other monies owed to any governmental entity are to be paid by the Contractor.
3. The Kennebunk Recreation Department will not provide worker's compensation for Contractor for services performed pursuant to this agreement.
4. The Kennebunk Recreation Department will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits for the benefit of the Contractor.

INJURIES

The Contractor acknowledges Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor (and Contractor's employees, if any). Contractor waives any rights to recovery from the Recreation Department for any injury that Contractor (and/or Contractor employees) may sustain while performing services under this Agreement or that are a result of the negligence of the Contractor or Contractor's employees. Said Contractor agrees to accept liability for injuries to him or others caused by his/her own negligence or malfeasance.

INDEMNIFICATION

Kennebunk Recreation is not liable to Contractor, and Contractor waives all claims against Kennebunk Recreation Department for any injury to person, including but not limited to Contractor's employees, or damage to property; and Contractor agrees to indemnify Kennebunk Recreation and hold it harmless from any loss, expense, or claims arising out of any and all damage or injury, including but not limited to, such damage or injury that was:

- a) Caused by the negligence or misconduct of Contractor, its employees, subcontractors, licensees, or concessionaires, or of any other person entering the Kennebunk Recreation premises under express or implied invitation of Contractor.
- b) Arose out of the use of the Kennebunk Recreation premises by Contractor or the conduct of Contractor's business on the Premises.
- c) Arose out of any breach or default by Contractor in the performance of its obligations under this Agreement.
- d) Caused by Kennebunk Recreation Department premises becoming out of repair or being defective.
- e) Caused by the failure of equipment, pipes or wiring; or broken glass; or by the backing up of drains; or by gas, water, steam, electricity, or oil leaking, escaping, or flowing into the Kennebunk Recreation premises.
- f) Caused by the acts or omissions of other Contractors of other persons entering or using the Kennebunk Recreation premises, except for duly authorized employees and agents of Kennebunk Recreation Department.

Both parties acknowledge and agree that the services performed by the above business, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this agreement shall be deemed or constitute a partnership, joint venture, agency relationship or otherwise between the two parties.

Notwithstanding anything herein to the contrary, I hereby agree to indemnify and hold harmless the Town of Kennebunk and its employees from any and all causes, claims, damages, losses and fees and expenses, including attorney's fees and expenses, which may arise from this contract.

I have read the above and fully agree to abide by the conditions of the agreement as well as the rules & regulations.

OWNER/REPRESENTATIVE SIGNATURE: _____ **DATE:** _____ **REVIEWED WITH:** _____