



**TOWN OF PORTOLA VALLEY
765 PORTOLA ROAD
PORTOLA VALLEY, CA 94028
(650) 851-1700**

INSTRUCTOR/SERVICES AGREEMENT

A THIS AGREEMENT, is made and entered into by and between the Town of Portola Valley, a municipal corporation of the State of California, ("Town") and _____, ("Instructor"), whose contact information is Business Name & Address _____ Home Phone: _____ Work Phone: _____ Fax No.: _____ Email: _____

B. It is understood and agreed that Instructor, as an independent contractor to the Town, shall support the Town by conducting instructional services in the class(es) described below. Instructor shall conduct the class(es) as organized and scheduled by the Town for the benefit of the public and for the promotion of at least one of the charitable categories listed below. Instructor agrees to conduct such services based on the required student enrollment for each class as listed below under Min/Max. Along with this Agreement, Instructors shall submit to the Town a detailed description of the class(es). The Town reserves the right to cancel any class(es).

C. Class Details:

	Example	Class 1	Class 2	Class 3
Title	Yoga			
Dates	1/5/09-3/31/09			
Days	Tues./Thurs.			
Time	4:00-5:00 p.m.			
Ages	Adults			
Min/Max	5/20			
Recommended Fee	\$125 per Quarter			
Charitable Class (Please check all that apply)				
-- Culture				
-- Education	X			
-- Science				
-- Research				
-- Health	X			
-- Welfare				

D. Instructor acknowledges that there are competing demands for use of the Town's limited facilities and shall work cooperatively and in good faith with Town staff and others concerning room assignments, class schedules and other aspects of facility utilization.

- E. Class(es) shall be conducted at the following facility:_____.
The Town will provide storage space for course materials; however, Instructor shall insure that any items brought into the facility are removed at the conclusion of each class and the facility returned to the condition in which it was found. Instructor shall use his/her own supplies and equipment.
- F. Town shall provide a class schedule on the Town's website.
- G. As a benefit to the public, the class fees shall be moderate. The Town will collect all class fees and pay the Instructor 80% of the collected class fees. Instructor and the Town agree that Instructor's portion of the fee does not exceed an adequate compensation. Payment to instructors shall be made by the Town through the next available Town Council warrant list following finalization of the class/activity roster at the conclusion of the first two weeks of the class/activity.
- H. It is the Town's responsibility to collect payments due to the Town under the terms of this Agreement within 30 days after the date the first class is held for each class contemplated in this Agreement. Payment should be made out to "The Town of Portola Valley".
- I. Instructor and any assistant(s) are independent contractors of the Town. Instructor is not authorized to bind the Town to any contracts or other obligations in executing this Agreement. Instructor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the Town.
- J. Instructor shall indemnify, defend and hold harmless the Town, its officers, employees, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for personal injury or death, damage to or loss of property and any other damage and/or liability (including all costs and attorney's fees incurred in defending any claim, demand or cause of action) occasioned by, growing out of, arising, or resulting from (1) the performance of any services required herein to be performed by Instructor, or (2) any act or omission on the part of Instructor or any assistant(s) of Instructor. Instructor shall comply with all applicable Federal, State and local laws and ordinances, including, but not limited to unemployment insurance benefits, worker's compensation, and F. I. C. A. laws.
- K. Instructor shall procure and maintain insurance during the entire term of this Agreement against claims for injuries to persons or damages to property which in any way relate to, arise from, or are connected with the performance of this Agreement and any acts or omissions of Instructor. The Town will aid Instructor in obtaining insurance, if necessary. The aforementioned insurance policies shall meet the specifications listed in Exhibit A, unless waived in writing by the Town.
- I will provide insurance coverage that meets the Town's requirements
 - I would like the Town to assist me with insurance coverage
- L. Instructor represents and certifies that the Instructor and its class(es) are in full compliance with the Americans with Disabilities Act (ADA) of 1990.

- M. The Town may terminate this Agreement upon two (2) weeks (14 days) written notice.
- N. Instructor certifies that self-employment taxes relating to this Agreement have been paid.
- O. If Instructor will be providing instruction or services to persons less than 18 years of age, prior to commencement of any services, Instructor and all of Instructor's paid personnel shall submit a complete set of fingerprints to the Department of Justice along with authorizations to release a criminal history summary to the Town. The Town shall review all criminal history summaries before commencement of services and insure that no personnel pose a threat to the health, safety, or welfare of any participant.
- P. Instructor shall not solicit business in class or use the class roster or other information obtained in class to create a mailing list for any other business purpose.
- Q. In providing services pursuant to this Agreement, the Instructor shall not discriminate against any person on the grounds of race, sex, age, creed, color, religion, sexual orientation or national origin.

WITNESS THE EXECUTION HEREOF THIS__ day of _____, 20__.

INSTRUCTOR:

Printed Name

Signature of Instructor

FED TAX ID OR SS#_____

TOWN:

Susan Cope
Administrative Services Manager