

**CITY OF REDLANDS POLICE DEPARTMENT
INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made and entered into this 15th day of December, 1998 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Don Miller, an individual, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor has expressed an interest in developing and conducting group Karate classes for the City of Redlands Recreation Bureau; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise similar to others in the industry conducting Karate classes; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Don Miller hereby agree as follows:

AGREEMENT

Section 1. Services.

A. City hereby authorizes Contractor to develop and conduct Karate classes for City's Recreation Bureau. Contractor shall determine the method, details and means of performing the above-described services and shall advise City of the same prior to commencing any activities under this Agreement. Contractor further agrees to perform such services to the best of its ability and in an efficient, safe and competent manner.

B. The Karate classes shall be open to the public. Classes will be scheduled on Saturdays from 1:30-3:30 p.m. every week in the Community Center multi-purpose room. City facilities shall be left clean upon completion of each class.

C. As compensation for conducting the Karate classes, City shall register participants and collect registration fees for participants in Contractor's program. City shall pay Contractor seventy-five percent (75%) of the fees collected no later than fourteen days after the registration period ends. **Contractor shall be responsible for refunds to participants.**

Section 2. Independent Contractor. It is the express intention of the parties hereto that Contractor is an independent contractor and not an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Contractor and City. Both parties acknowledge that Contractor is not an

employee for State tax, Federal tax or any other purpose.

Section 3. Contractor's Employees. A listing of all Contractor's employees and agents who may participate in the performance of Contractor's obligations hereunder is attached hereto as Exhibit "A" and incorporated herein by this reference. No other employees or agents of Contractor shall participate in the performance of services hereunder without the prior written consent of City.

Section 4. Business License. Contractor shall obtain a Redlands business license as a condition of performing the services required hereunder.

Section 5. Termination. City shall have the right to terminate this Agreement, with or without cause, upon twenty (20) days prior written notice to Contractor. City shall have no liability for any claims or damages resulting to Contractor as a result of any exercise by City of its right to terminate this Agreement.

Section 6. Indemnity. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents harmless from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorney's fees and other legal expenses, arising directly or indirectly from any act or omission of Contractor in performing its services hereunder.

Section 7. Entire Agreement/Modification. This Agreement represents the entire Agreement of the parties hereto as to the matters contained herein. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto.

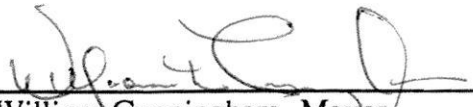
Section 8. Assignment. This Agreement shall not be assigned without the prior written consent of City. Any assignment, or attempted assignment, without such prior consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

Section 9. Insurance. Contractor shall charge registration fees to cover insurance through SCMAF (Southern California Municipal Athletic Federation) as specified for Karate programs.

Section 10. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

CITY OF REDLANDS

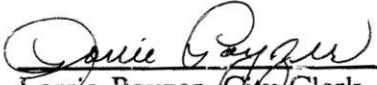
DATE



William Cunningham, Mayor

December 15, 1998

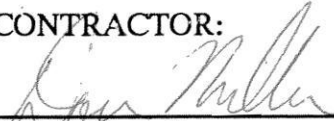
ATTEST:



Lorrie Poyzer, City Clerk

December 15, 1998

CONTRACTOR:



Don Miller, Contractor

December 29, 98