

AGREEMENT FOR THE PROVISION OF TENNIS PROGRAM RECREATION SERVICES

This agreement for the provision of tennis recreation services ("Agreement") is made and entered into this 18th day of April, 2006 ("Effective Date") by and between the City of Redlands, a municipal corporation (hereinafter "City") and Gabriel Jacob, an individual (hereinafter "Contractor"). City and Contractor are individually sometimes referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, Contractor has expressed an interest in developing and conducting a tennis program for City's Recreation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and professional expertise similar to others in the recreation industry who conduct tennis programs;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Gabriel Jacob agree as follows:

AGREEMENT

Section 1. Services.

A. City hereby engages Contractor to develop and conduct a tennis program for City's Recreation Division (the "Services"). The tennis program shall be conducted at the tennis courts located at City's Ford Park (the "Tennis Courts"). Contractor shall determine the method, details and means of performing the Services and shall advise City of the same prior to commencing any activities under this Agreement. Contractor further agrees to perform the Services to the best of its ability and in an efficient, safe and competent manner.

B. The tennis program may be scheduled by Contractor for any times, during week days, and shall include, but not limited to, the provision of individual lessons and youth and adult tennis leagues. The Tennis Courts shall remain open to the general public on weekends; provided, however, that Contractor may request use of Tennis Courts on weekends by making written application to City's Recreation Director thirty (30) days prior to the intended date of use. Such requests may be subject to approval by the Recreation Commission and/or City Council.

C. In exchange for Contractor's provision of the Services, during the term of this Agreement, Contractor shall maintain, at Contractor's sole expense, the Tennis Courts as follows:

1. Wash Tennis Courts weekly.
2. Repair and replace nets as needed.
3. Repair and replace wind-screens as needed.
4. Replace lighting fixtures as needed.
5. Replace posts as needed.
6. Remove graffiti as it occurs.

Section 2. Independent Contractor. It is the express intention of the Parties that Contractor is and shall remain during the term hereof, an independent contractor and not be an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City. The Parties acknowledge that Contractor is not a City employee for State tax, Federal tax or any other purpose.

Section 3. Contractor's Employees. A listing of all of Contractor's employees and agents who may participate in the performance of Contractor's performance of the Services 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 without the prior written consent of City.

Section 4. Business License. Contractor shall obtain a City of Redlands business license as a pre-condition of performing the Services.

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 negligent act or omission of Contractor in performing the Services.

Section 7. Entire Agreement/Amendment. This Agreement represents the entire Agreement of the Parties hereto as to the matters contained herein. Any amendment of this Agreement shall be effective only if it is in writing and signed by the Parties.

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 obtain and maintain during the term of this Agreement, all insurance required by this Section and shall submit to City certificates of insurance and appropriate endorsements evidencing that the insurance is in force and effect. Evidence of such insurance shall be provided to City concurrent with Consultant's execution of this Agreement. Acceptance of the certificates by City shall not relieve Contractor of any of the insurance requirements contained herein, nor decrease the liability of Contractor.

- (a) If applicable, workers' compensation and employer's liability insurance for its employees throughout the terms of this Agreement pursuant to Labor Code Sections 1860 and 3700, and in amounts which satisfy statutory requirements.
- (b) Comprehensive and general liability insurance with a carrier acceptable to City in an amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. Such insurance shall not be cancelled unless thirty (30) days prior written notice is provided to City.
- (c) Business automobile liability coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability.
- (d) Except for the workers' compensation and employer's liability insurance, City shall be named as an additional insured on all policies and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

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, including fees for in-house counsel of a Party at rates prevailing in San Bernardino County, California.

Section 11. Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure to act by Contractor, its employees and agents in performing the Services.


CITY OF REDLANDS



 Jon Harrison, Mayor

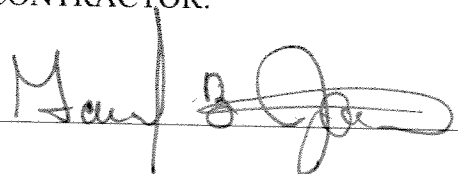
Date April 18, 2006

ATTEST:



 Lorrie Poyzer, City Clerk

CONTRACTOR:



Date April 12, 2006.