

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into this 16th day of Sept., 1997 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Karen Thurman, an individual, (hereinafter "Contractor").

RECITALS

WHEREAS, the City of Redlands ("City") offers a youth orchestra class as part of the Youth Ensemble of Strings program for elementary through high school students; and

WHEREAS, Contractor has represented to City that she is a qualified music teacher and has the credentials necessary to teach the Youth Ensemble of Strings program; and

WHEREAS, Contractor and City desire to enter into an arrangement whereby Contractor shall perform services as a conductor for the Youth Ensemble of Strings in exchange for a monthly compensation as stipulated below;

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

Agreement

Section 1. Services. City hereby retains Contractor to furnish services as a music conductor for the Youth Ensemble of Strings class for the period of September 23, 1997 through May 31, 1998. Contractor further agrees to perform such services to the best of her ability and in an efficient and competent manner.

Section 2. Payment. In exchange for Contractor's services hereunder, City shall pay Contractor the sum of \$4,000; payable in nine monthly installments beginning October, 1997 and terminating June, 1998 at the rate of \$444.44 per month. Said payments will be processed on the 1st working day of the month for the services rendered during the previous month.

Section 3. Purchase of Materials and Performance Costs. Contractor may make recommendations to City with regard to material needs and costs of performances. City shall make determination as to approvals and expenditures of funds. Contractor is not authorized to make purchases or commit to performances unless such commitments and purchases have been previously authorized in writing by City.

Section 4. 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 5. Business License. City will issue a no-cost business license to Contractor in consideration for Contractor's entering into this Agreement.

Section 6. Termination. Either party has the right to terminate this Agreement, with or without cause, upon ten (10) days prior written notice.

Section 7. Indemnity. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents harmless from and against any and all 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 her services hereunder.

Section 8. 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.

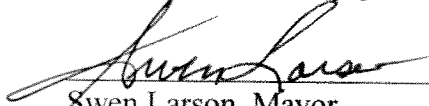
Section 9. Assignment. This Agreement shall not be assigned without the prior written consent of City. Any assignment, or attempted assignment, without such prior consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

Section 10. Insurance. If requested by City, Contractor shall obtain and maintain during the term of this Agreement, insurance in the following amounts and shall submit to City Certificates of Insurance evidencing the fact that such insurance is in force. Acceptance of the Certificates by City shall not relieve contractor of any of the insurance requirements contained herein, nor decrease the liability of Contractor.

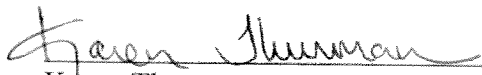
Section 11. Subcontractors. Contractor may employ subcontractors and agents to meet performance obligations under this Agreement. Contractor shall be responsible for scheduling hours, establishing duties and overseeing such subcontractors. Payment shall be made by the Contractor, directly to the subcontractor(s), however, Contractor shall ensure that no more than \$500.00 be committed for payment to subcontractors. All unexpended funds shall be retained by Youth Ensemble of Strings.

Section 12. 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


Swen Larson, Mayor

KAREN THURMAN, an Individual


Karen Thurman

ATTEST:


Lorrie Poyzer, City Clerk

Date Sept. 16, 1997