

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into as of this 20th day of July 1999 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Redlands Community Music Association, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor has expressed an interest in developing and conducting a Children's Summer Workshop for the City of Redlands as part of the Community Development Block Grant program; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise similar to others in the industry conducting children's workshops;

NOW THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Redlands Community Music Association hereby agree as follows:

AGREEMENT

Section 1. Services.

A. City hereby authorizes Contractor to develop and conduct a children's summer workshop series as part of the Community Development Block Grant program. 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 summer workshop program shall include music and dance programs free to children of all ages. Workshops will be held July through June 2000 in the Community Center multipurpose room located at 111 W. Lugonia Avenue, Redlands. Facilities shall be left clean upon completion of each class.

C. As compensation for conducting the children's summer workshop program, City shall reimburse Contractor for all administrative, entertainment and advertising expenses directly associated with the program. The total reimbursement shall not exceed \$6,000.

D. Contractor shall submit to City a complete record of the services performed, including, but not limited to: copies of invoices, agreements, payroll expenses, administrative records, advertisements, and backup materials. A detailed accounting of the services performed, person(s) performing services and cost breakdown shall also be provided to the City. Administration and personnel records shall be available for examination by the City.

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 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. 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.

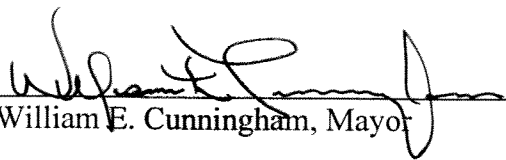
Section 5. Indemnity. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents harmless from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any 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 6. 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. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of the Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

CITY OF REDLANDS



William E. Cunningham, Mayor

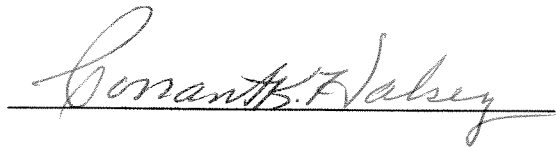
Date July 20, 1999

ATTEST:



Lorrie Poyzer, City Clerk

REDLANDS COMMUNITY MUSIC ASSOCIATION



Date July 20, 1999