

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into this 25th day of April 2022 between the City of Grand Rapids/Pokegama Golf Course, hereinafter referred to as “Golf Course,” and Jerrod Stark, hereinafter referred to as “Contractor.”

1. **Independent Contractor.** Subject to the terms and conditions of this agreement, the Golf Course hereby engages the Contractor and the Contractor hereby accepts such engagement. This agreement will become effective April 25, 2022 and continues in effect until terminated by Bob Cahill, Director of Golf (“Director”). At all times that Contractor is on the Pokegama Golf Course premises or in contact with Pokegama Golf Course customers, Contractor will conduct himself in a highly professional manner and abide by the same rules and regulations that apply to employees of the Golf Course.

2. **Engagement.** The Golf Course hereby engages the Contractor to render the following services from May through August of each year this Agreement is in effect: (or mutually agreed upon dates outside of May through August.

1. Golf instruction to all levels of players and abilities;
2. Help juniors with group instructional programs;
3. Agree to promote play and membership programs at Pokegama Golf Course;
4. Contractor must be available a reasonable amount of time during the contract period and must provide current contact information and signage for the golf operation.
5. Contractor may play Pokegama Golf Course on a space-available basis.
6. Contractor may practice at Pokegama Golf Course with access to range balls.
7. Range balls for student instructional purposes are provided as a promotional service for the patrons of Pokegama Golf Course.
8. Contractor agrees to promote play at Pokegama Golf Course
9. Contractor agrees to promote Junior programs and lesson programs to all levels of golfers.

3. **Standards of Performance by Contractor.**

a. Contractor will determine methods, details and means of performing the above-described services. Contractor enters into this agreement and will remain an independent contractor throughout the term of this agreement. Contractor agrees that the Golf Course is not and will not become a partner, agent or principal of the Golf Course while this agreement is in effect. Contractor is not entitled to the rights and benefits afforded the Golf Course’s employees, including disability, unemployment insurance, medical insurance, sick leave or any other employee benefit.

b. Contractor is responsible for paying all income taxes, including estimated taxes, incurred as a result of the compensation paid to the Contractor for services

rendered under this agreement. Contractor agrees to indemnify the Golf Course for any claims, costs, losses, fees, penalties, interest or damages suffered by the Golf Course resulting from the Contractor's failure to comply with this provision.

4. **Compensation.** Compensation for services rendered will come solely from fees contractor receives for his instruction. There will be no City of Grand Rapids/Pokegama Golf Course Compensation paid to Contractor.

5. **Business Expenses.** It is recognized and agreed that in connection with the services to be performed for the Golf Course, Contractor may be obligated to expend money for travel, living expenses or other business expenses. Contractor shall be solely liable and responsible for payment of his own expenses and shall indemnify and hold the Golf Course harmless from claims made by any entity for payment for such expenses incurred.

6. **Property Rights of Parties.** All records of the customers' accounts of the Golf Course of any nature, whether existing at the time of this agreement, procured through the efforts of the Contractor, or learned by the Contractor from any other source, and whether prepared by the Contractor or otherwise, shall be the exclusive property of the Golf Course. Contractor agrees that the names, physical addresses, email addresses and any contact information of the Golf Course's customers constitute trade secrets of the Golf Course and that the sale or unauthorized use or disclosure of trade secrets obtained by Contractor during the term of this agreement constitutes unfair competition. Contractor agrees and promises not to engage in any unfair competition with the Golf Course.

7. **Conflicts of Interest.** Contractor represents that he is free to enter into this agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement the Contractor shall devote as much of his productive time and abilities to the performance of the duties required hereunder as is necessary in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Golf Course.

8. **Insurance.** The Golf Course shall not provide insurance coverage of any kind for Contractor or the Contractor's employees or subcontractors. Contractor shall obtain at least the following minimum insurance coverage and maintain it for the entire term of this agreement:

a. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 (one million dollars) combined single limit including coverage for bodily injury, personal injury, broad form property damage, contractual liability and cross liability.

Proof of insurance shall be provided upon the expiration and renewal of each policy.

9. **Termination.** The Golf Course may terminate this agreement at any time by giving thirty (30) working days' written notice to the Contractor if the Contractor fails to produce the result outlined above by the Golf Course. The Contractor must also give 30 days' written notice if the

Contractor wishes to terminate this agreement. In addition, if the Contractor is convicted of any crime or offense, fails to comply with the written policies or reasonable directives of the Golf Course, is guilty of serious misconduct in connection with performance hereunder, or breaches material provisions of this agreement, the Golf Course at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

10. **Mediation.** If any legally-actionable dispute arises which cannot be resolved by mutual discussion, each party hereto agrees to resolve that dispute through mediation prior to either party filing suit in Itasca County District Court

11. **Entire Agreement.** This agreement supersedes any and all other agreements, whether oral or in writing, between the parties hereto with respect to the hiring of the Contractor by the Golf Course. The undersigned have executed this agreement as of the date first written above.

**CITY OF GRAND RAPIDS/
POKEGAMA GOLF COURSE:**

CONTRACTOR:

Name: _____

Name: Jerrold Stark _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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Contractor agrees to promote play at Pokegama Golf Course

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