



\* ROCHESTER \* AVON \* RECREATION \* AUTHORITY \*

## **Contractor Manual**

**Updated 10/16/2023**

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## Overview

Welcome to RARA, we are an organization dedicated to enhancing lives and enriching the community through culture, camaraderie, and well-being. As a contractor, you play a vital role in our mission to strengthen the community through play. This Contractor Manual is designed to provide you with essential information, guidelines, and resources to ensure a successful partnership.

- Mission: To strengthen the community through play! Bringing residents, community members, and stakeholders together by creating partnerships, activities, and services that enhance camaraderie, culture, and well-being for all.
- Vision: To be the preferred provider for all things recreation in Rochester and Rochester Hills.
- Core Values: Inquisitive, Compassionate, Inclusive, Adventurous

In this manual, you'll find information on the benefits of partnering with RARA, the process of becoming a contractor, program proposal submission, financial arrangements, course management, facility, and equipment usage, safety and compliance, and marketing support. We encourage you to familiarize yourself with this manual and refer to it as needed throughout your partnership with RARA.

## About Us

Since 1946, the Rochester Avon Recreation Authority (RARA) has been committed to providing exceptional recreational services to the communities of Rochester, Rochester Hills, Oakland Township, and the surrounding areas in Michigan. We offer a diverse range of recreation programs for ages 6 months to 99+, including Adaptive/Special Needs, Performing Arts, Visual Arts, Martial Arts, Gym/Cheer, Sports/Leagues, Special Events, Facility Rentals, Clinics and classes, Day Camps, Fitness, Preschool, and more.

As a RARA contractor, you are part of a dedicated team striving to create positive experiences for our community members. Together, we will continue to innovate, grow, and inspire a sense of belonging and well-being for all who participate in our programs.

## Benefits of Partnership

When you partner with RARA, you gain access to valuable resources and support that will enable you to focus on delivering exceptional programs and services. Some of the benefits of partnering with RARA include:

- Access to Facilities and Resources: RARA offers a variety of well-maintained facilities to accommodate various program types, providing you with the space and resources necessary for your program's success.

- Advertising and Promotion Support: RARA's marketing team will work with you to promote your program through various channels, including our program guide, website, social media, and other promotional materials.
- Administrative Support: Our dedicated staff will provide administrative assistance, including program registration, scheduling, and other support services to help your program run smoothly.

By partnering with RARA, you'll be able to leverage our expertise, resources, and community connections to maximize the impact of your programs and services.

## Becoming a Contractor

We're excited to have you join our team of talented contractors who share our passion for enriching lives through engaging and high-quality recreational programs. To become a RARA contractor, follow the steps outlined below:

- Contractor Selection Process: RARA seeks skilled, experienced, and innovative individuals to deliver a wide range of programs. To be considered as a contractor, please submit your program proposal, resume, and any relevant certifications or qualifications to RARA for review. Our team will evaluate your submission based on your expertise, the needs of our community, and the potential impact of your proposed program.
- Required Items and Documentation: As part of the onboarding process, contractors must provide the following documentation:
  - Completed [W-9](#) form for tax purposes
    - If the contractor files as a Sole Proprietorship with no employees and does not have workers comp then they must complete the Sole Proprietorship form at the end of the document. This must be updated every other year and is only acceptable for use by Sole Proprietors.
    - If the contractor status is anything other than a Sole Proprietorship then a valid work comp certificate is required.
    - It is possible that a non-sole proprietor entity may not have work comp insurance or employees other than owners & officers, and if so they must have a "Notice of Exclusion" (form 337) completed & accepted by the state of Michigan's bureau of workers compensation which is an acceptable validation in lieu of a work comp certificate as long as the service being provided is conducted by an owner or owners of the company named on the exclusion document.
      - This form is used to exclude certain individuals from insurance coverage as permitted by statute and is not available online. To find out whether you qualify for this exclusion and obtain a copy of the form, contact the [Compliance & Employer Records Division](#) at 517-284-8922.
      - A Notice of Exclusion (WC-337), is not considered valid unless stamped by this Agency showing it is on file.

- Proof of liability insurance
- Background check clearance
- Relevant certifications, licenses, or qualifications
- Contractor Agreement: Upon approval, you will be required to sign a Contractor Agreement outlining the terms and conditions of your partnership with RARA. This agreement will detail your responsibilities, payment arrangements, and other essential information. Please read the agreement carefully and consult with a legal professional if you have any questions.

## Submitting a Contractor Program Proposal

To propose a new program, follow the steps below:

- Program Development and Design: Develop a clear and concise program proposal that outlines the program's objectives, target audience, curriculum, duration, and any necessary supplies or equipment. Be sure to align your proposal with RARA's mission, vision, and core values.
  - Programs are normally scheduled to coincide with the publishing of our activity magazine. In order to maximize the effectiveness of this important marketing tool, contractors should make sure that their programs adhere to the general program schedule.
  - To the extent possible and consistent with operational and programming needs, and at the discretion of the Executive Recreation Director, RARA will be closed for regular business on the following designated holidays. For more information on this schedule and any observed holidays and facility blackout dates please reach out to RARA staff.
    - New Year's Day
    - Martin Luther King Jr. Day
    - Presidents Day
    - Good Friday
    - Memorial Day
    - Juneteenth
    - Independence Day
    - Labor Day
    - Veterans Day
    - Thanksgiving
    - Thanksgiving Friday
    - Christmas Eve
    - Christmas Day
    - New Year's Eve
- Determining Fees and Supplies: Establish program fees that cover your expenses while remaining accessible and competitive within the local market. Consider the cost of supplies, equipment, facility rental, and your desired compensation when determining fees.

- Refund Policy: All contractors must adhere to RARA's refund policy. Please familiarize yourself with this policy and ensure it is communicated to participants during program registration.

Once your program proposal is complete (Appendix A), submit it to RARA for review. Our team will assess the proposal and provide feedback or request additional information as needed. If your proposal is accepted, we will work together to schedule, market, and launch your program.

## Status and Professional Conduct

Contractors must not present themselves as employees of RARA. As contractors are not employees of RARA, it is important that they understand that they are not entitled to any benefits or protections afforded to employees including, but not limited to unemployment insurance and worker's compensation. However, because they are not employees, they are also not bound by any obligations of employees. For example, they have sole control over the manner, means, and methods of performing the services listed in the contract according to their own judgment. They can engage in other business activities outside of RARA and can also provide similar contracted services to other organizations, provided that those services do not directly compete with RARA. They are also solely responsible for the direction of their own employees and agents. Because of this distinction, it should be understood that contractors are not protected as an employee under the provisions of the general liability insurance of RARA and therefore will be solely responsible for their own actions. Any injury or property damage on the job will be the contractor's sole responsibility and not RARA's. RARA will in no way defend contractors in matters of liability.

Though not employees of RARA, Independent Contractors do represent RARA. For some participants, the Independent Contractor is the only department representative with whom they will encounter. Independent Contractors must conduct themselves in a professional manner including dress and speech and should support the information outlined in this guide. RARA also expects that all contractors will uphold its mission and values

## Course Management

Courses and programs will be overseen by the Recreation Supervisor or designated representative and managed by the Contractor. This shall include responding to communication, conducting course evaluations, providing Americans with Disabilities Act inclusions, adjusting programs based on post-program participant evaluations and feedback, and attending meetings as required. Any controversial communication will be shared with the Recreation Supervisor or designated representative.

The Contractor is committed to fulfilling these statements:

- Teach the class/activity as described in the class description
- Teach only the classes contracted to teach.

- Classes are not to be used as a vehicle to send people to another location, promote your own business, or a more expensive program that you teach elsewhere.
- Carefully train and evaluate your employees as they are a reflection of your business and RARA.
- Maintain background checks on all employees and sub-contractors.
- Maintain First Aid and CPR Certifications on all staff as required.
- Meet with the Recreation Supervisor or designated representative before and after the start of programs.
- Must take attendance at every meeting date.
  - Contractors have access to class rosters.
- Accept critical evaluation of your service and strive to improve weaknesses (based on feedback from participants and RARA staff).
- Support and adhere to RARA policies where applicable.
- Maintain a cooperative attitude during all interactions with RARA staff and the general public.
- Teaching under the influence of drugs or alcohol is grounds for immediate contract termination.
- Leave all facilities in good condition after your program.
- Cleaning responsibilities may apply at certain locations.
- Give your undivided attention to your students/participants/parents.
  - Contract Instructors are not allowed to solicit personal services or items to/from participants, guests, or Staff. The Contract Instructor may not receive or make personal phone calls while performing services. Instructors who wish to bring their children to class for limited periods of time may do so if they can carry out their duties unimpeded and allow others to do the same.
- Maintain a professional appearance at all times.

## Financial Arrangements

- Payment Structure: RARA operates on a 65/35 percentage split for contractor programs. This means that 65% of the program revenue will be paid to the contractor, while RARA retains 35% to cover administrative costs, marketing, registration, and facility usage.
  - RARA shall be responsible for and have complete control over the registration of the participants. Under no circumstances is a contractor to accept payments, except for pre-approved supply fees. All participants must be registered with the department and through RARA before being allowed into any program.
    - Should the contractor wish to control registration or run a program without RARA's administration, but at a RARA facility, then the contractor may choose to solely rent a room. However, in this case, RARA will not provide marketing, registration, or administrative support. This applies to any program taking place at a RARA facility or utilizing a RARA-managed resource.
  - If the contractor uses their own facilities to run RARA programs the split will be 80/20. 80% for the contractor and 20% for RARA.

- If the contractor operates a program at an external facility managed by RARA and RARA is responsible for facility preparation, maintenance, and cleanup, the rental cost will be deducted first, followed by the application of the standard 65/35 revenue split.
- Invoicing and Payment Process: Contractors are responsible for submitting invoices to RARA for payment. Payments will be issued according to the agreed-upon schedule outlined in your Contractor Agreement. Please ensure that your invoices are accurate and submitted promptly to avoid payment delays.
  - RARA policy provides for payment after receipt of services; therefore, advance payments are not possible.
  - Contractors may opt to receive payment via credit card; however, any administrative or transaction fees exceeding the agreed-upon 65% share will necessitate a check order for reimbursement.
- Taxes and Reporting: As a contractor, you are responsible for reporting your income and paying any applicable taxes. RARA will provide you with a Form 1099 at the end of the tax year, which will detail the total amount paid to you during that year. Please consult with a tax professional to ensure that you are properly reporting your income and fulfilling your tax obligations.
  - If you are paid by credit card from RARA it is the contractor's responsibility to get a 1099 from the credit card company.

## Class & Supply Fees

Independent Contractors ultimately set their own prices. Program Supervisors will advise on current market conditions and can negotiate a final rate based on the specific facilities, equipment, supplies, and support that RARA must provide the contractor for the class to run properly. This final rate will be indicated in the contract. RARA imposes a non-resident fee on individuals who do not reside in its designated residence zone. **These fees are not considered part of the base class fee and contractors will not receive any portion of this non-resident fee in their payment.**

Any supplies needed for a program are the responsibility of the contractor. If supplies are to be obtained by the participants, it will be the responsibility of the contractor to ensure that this is noted in the contract and program description and that a supply list is provided to the Program Supervisor. If the supplies are to be purchased directly from the instructor, this transaction should take place at the first class meeting. The department is not responsible for reimbursing an instructor for any supply fees not paid by a participant. Supply fees not listed in the program description and contract cannot be collected.

## Course Management and Contractor Responsibilities

As a contractor, you are responsible for managing your program and ensuring that it runs smoothly and effectively. To help you achieve this, we have outlined the key responsibilities and expectations for RARA contractors:

- **Scheduling and Coordination:** Work closely with RARA staff to schedule your program, taking into consideration facility availability, participant needs, and any potential conflicts. Ensure that you are prepared for each session and arrive on time.
- **Cancellations and Rescheduling:** Communicate any cancellations or rescheduling requests to RARA as soon as possible. In the event of a cancellation, work with RARA staff to notify participants and arrange makeup sessions if necessary.
- **Tracking Enrollment and Attendance:** Monitor enrollment numbers and communicate any concerns or updates to RARA staff. Maintain accurate attendance records for each session and submit them to RARA as required.
- **Time Management and Punctuality:** Begin and end each session on time, ensuring that participants receive the full value of the program. Notify RARA staff if you anticipate any scheduling challenges or conflicts.
- **Absences and Makeup Sessions:** If you are unable to attend a scheduled session, inform RARA staff as soon as possible to arrange for a substitute or makeup session. It is your responsibility to ensure that participants receive the full program experience, even in the event of an absence. RARA must be notified ahead of time of any need for absence or substitution need and their information.

Although RARA strives to give contract instructors as much control over their programs as possible, RARA reserves the right to cancel, combine, or divide classes; to change the time, date, or location of classes; and to make other changes as necessary to ensure a quality experience for the participants. Classes not meeting the minimum enrollment may be canceled or combined. If the class is canceled by the department, the department will issue a full refund to the participants and inform the instructor and participants of the cancellation. Contractors are not reimbursed for any expenses that they may have incurred for the canceled program. Any changes to class by the Independent Contractor including adjustments minimums and maximums must first be approved by the Program Supervisor. If RARA cancels your course, the Department will notify students and issue any necessary refund. Contract Instructors are responsible for contacting the Recreation Representative immediately if they have reason to cancel a class. If a Contract Instructor cancels, they are responsible for informing students as well. In the case of inclement weather, RARA does not follow school cancellations unless your program is being held in the schools. Your Recreation Representative will be in contact with you to decide whether or not to hold your program. It is rare that RARA cancels indoor classes due to weather.

## Facility and Equipment Usage

As a RARA contractor, you will have access to our facilities and equipment to conduct your programs. Depending on the equipment needed, contractors may have to provide their own. Some limitations of equipment may apply due to demand use or space. For best practice, the contractor should plan to provide all equipment. It is essential to adhere to the following guidelines to ensure a safe and enjoyable environment for all:

- **Rules and Regulations:** Familiarize yourself with the rules and regulations governing the use of RARA facilities and equipment. Ensure that you and your program participants follow these guidelines at all times.
- **Maintenance and Reporting Issues:** Keep the facilities clean and well-maintained during your program sessions. Report any maintenance issues, damages, or concerns to RARA staff immediately so that appropriate action can be taken.
- **Incident Reporting:** In the event of an accident or injury, promptly report the incident to RARA staff and complete an incident report form. Follow all required procedures to ensure the safety and well-being of participants and others involved.
- **Facility Access -** Instructors may receive facility access by being issued a key or by supervisor access. Facility access is only allowed for instructing courses. Any other entrance into a facility is considered unauthorized and may result in the Contract Instructor's dismissal. Contract Instructors may not store any materials or equipment at facilities unless previously authorized.
  - **Closing of Facilities -**When leaving an activity site, the Contract Instructor must ensure that all doors are locked securely, alarms are set, and lights and A/C are turned off. Staff will be in charge of opening and locking classrooms for Contract Instructors at RARA-assigned locations if RARA staff is not present. The contractor is asked to leave the space as it was when they arrived. The facility set up and take down for classes are the responsibility of the Instructor unless previously negotiated.

## Safety and Compliance

RARA is committed to providing a safe and inclusive environment for all program participants. As a contractor, you play a crucial role in upholding this commitment. Please adhere to the following safety and compliance guidelines:

- **Emergency Procedures:** Familiarize yourself with RARA's emergency procedures, including evacuation routes, first aid supplies, and emergency contact information. In the event of an emergency, follow these procedures and coordinate with RARA staff to ensure the safety of all participants.
- **Harassment Policy:** RARA maintains a strict harassment policy. Treat all participants, staff, and fellow contractors with respect and ensure that your program is free from harassment, discrimination, and inappropriate behavior. Report any incidents of harassment or other concerning behavior to RARA staff immediately.

- Child Abuse and Sexual Abuse Prevention: RARA is committed to protecting the safety and well-being of all participants, especially children. Familiarize yourself with RARA's policies and procedures related to child abuse and sexual abuse prevention. Complete any required training and adhere to all guidelines and best practices to ensure a safe environment for all program participants.
- Reporting Procedures: In the event of an incident, concern, or violation of RARA policies or procedures, promptly report the issue to RARA staff. Your cooperation and transparency are essential to maintaining a safe and enjoyable environment for all.
  - In the event that an Incident/Accident does occur during your program, an Incident/Accident Report must be completed and submitted to the Recreation Representative by Noon the next business day. It is the Contract Instructor's responsibility to know where the first aid kit is located for all facilities in which they provide services. For minor first aid (band-aids, etc.) the first aid kit will suffice. For serious accidents, DO NOT MOVE the injured participant, and call 9-1-1. If a child is involved, notify the parent/guardian immediately, and then contact the RARA office at (947) 886-0007. All accidents and incidents must be reported, no matter how minor they may appear.
- Releasing of Minors - At the end of the activity time, the Contract Instructor must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent. Never release a child to someone who is unknown to the child or to whom the child expresses fear or uncertainty. The Contract Instructor must stay until all participants have left the facility. The Contract Instructor should contact the parent or guardian if a child is not picked up. If you cannot reach a parent or guardian and more than 15 minutes go by, the Instructor should contact RARA or the Recreation Representative office at (947) 886-0007 during business hours and the Police Department after business hours.
  - Instructors should stay with the child until RARA Staff, a police officer or the parent/guardian arrives.
- Safety of Participants - The Contract Instructor's primary responsibility is to ensure the safety of participants involved with the activity. If any aspect of the area appears unsafe, it is your responsibility to notify Staff and to take actions that will ensure participant safety.

## Marketing Contracted Courses

RARA is dedicated to supporting your success as a contractor by providing marketing assistance and resources. The following marketing benefits and collaboration opportunities are available to RARA contractors:

- Marketing Benefits for Contractors: As a RARA contractor, your program will be promoted through various marketing channels, including our activity magazine, website, social media platforms, and email campaigns. Additionally, you may receive promotional materials, such as flyers, posters, or digital graphics, to help you promote your program.

- Collaboration with RARA's Marketing Team: Work closely with RARA's marketing team to develop and implement a marketing strategy for your program. Share information, updates, and success stories to help showcase the impact and value of your program within the community.
- Best Practices for Promoting Programs: Leverage RARA's marketing support and resources, along with your personal networks and marketing channels, to maximize your program's visibility and reach. Be proactive in promoting your program and engaging potential participants through social media, community events, and other outreach opportunities.

By collaborating with RARA and taking advantage of the marketing support available, you can effectively promote your program and contribute to the growth and success of RARA's recreational offerings.

# Appendix A: Program Proposal

**Program Title:** \_\_\_\_\_

**Business and/or Contractor Name:** \_\_\_\_\_

**Contact Information:**

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Program Description:**

Provide a brief overview of your proposed program, including the main objectives, target audience, age requirements, and any unique features or highlights. (100-150 words)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Program Curriculum:**

Outline the curriculum for your program, including session topics, activities, and learning outcomes for participants. Attach additional pages if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Session 1:

Topic: \_\_\_\_\_

Activities: \_\_\_\_\_

Learning Outcomes: \_\_\_\_\_

Session 2:

Topic: \_\_\_\_\_

Activities: \_\_\_\_\_

Learning Outcomes: \_\_\_\_\_

(Add additional sessions as needed)

**Program Duration:**

Number of Sessions: \_\_\_\_\_

Session Length (hours): \_\_\_\_\_

Total Program Hours: \_\_\_\_\_

**Program Schedule Preferences:**

Preferred Days of the Week: \_\_\_\_\_

Preferred Time of Day: \_\_\_\_\_

Any specific dates to avoid: \_\_\_\_\_

Start and End Date: \_\_\_\_\_

**Required Supplies and Equipment:**

List any supplies or equipment that participants will need to bring or purchase, as well as any items that you will provide or require from RARA.

Participant-provided Supplies:

\_\_\_\_\_

Contractor-provided Supplies:

\_\_\_\_\_

RARA-provided Supplies/Equipment:

\_\_\_\_\_

**List Spaces Needed:** \_\_\_\_\_

**Program Fees:**

Proposed Fee per Participant: \$ \_\_\_\_\_

Additional Supply Fee (if applicable): \$ \_\_\_\_\_

**Payment Schedule:** \_\_\_\_\_

**Name(s) of sub-contractors (if applicable):** \_\_\_\_\_

**Relevant Experience, Certifications, or Qualifications:**

Briefly describe your background, expertise, and any relevant certifications or qualifications that support your ability to deliver this program.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Information or Comments:**

Include any additional information or comments that you would like RARA to consider when reviewing your program proposal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Please provide copies of the following documents and certifications as part of your program proposal submission:

- Completed [W-9](#) Form for tax purposes
  - Completed work comp, sole proprietor form, and/or form WC-337 if applicable. See Becoming a Contractor section for more information.
- Proof of liability insurance
- Background check clearance
- Relevant certifications, licenses, or qualifications related to the program being proposed

By submitting this Program Proposal, the Contractor acknowledges and agrees to the following:

- The Contractor has read, understood, and agrees to comply with all policies, procedures, and guidelines outlined in the RARA Contractor Manual.
- The Contractor will maintain a professional and cooperative attitude during all interactions with RARA staff and the general public and will adhere to RARA's code of conduct and harassment policy.
- The Contractor will manage and oversee the proposed program, ensuring timely communication with RARA staff, accurate attendance records, and adherence to safety and compliance guidelines.
- The Contractor understands that RARA has the right to cancel, combine, or modify classes and programs as necessary and that the Contractor will not be reimbursed for any expenses incurred for a canceled program.
- The Contractor is responsible for reporting their income and paying applicable taxes and will receive a Form 1099 from RARA at the end of the tax year.
  - If you are paid by credit card from RARA it is the contractor's responsibility to get a 1099 from the credit card company.

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please submit your completed Program Proposal, along with the required documentation, to RARA for review. Our team will assess the proposal and provide feedback or request additional information as needed. If your proposal is accepted, we will work together to schedule, market, and launch your program.

Thank you for your interest in partnering with RARA to provide high-quality recreational programs for our community. We look forward to reviewing your proposal and working with you to create a successful and enriching program.

## Appendix B: Contractor Agreement

This Contractor Agreement is made and entered into as of \_\_\_\_\_], by and between \_\_\_\_\_ and \_\_\_\_\_.

### **Scope of Services**

The contractor agrees to provide the services as outlined in the Program Proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The contractor shall perform the services in a professional and timely manner, adhering to the standards and expectations set forth by RARA.

### **Independent Contractor Status**

The contractor acknowledges and agrees that they are an independent contractor and not an employee of RARA. The contractor shall not represent themselves as an employee or agent of RARA and shall not be entitled to any benefits or protections afforded to RARA employees.

### **The compensation**

The contractor shall be paid on a 65/35 percentage split basis, with the Contractor receiving 65% of the program revenue and RARA retaining 35% to cover administrative costs and facility usage. (If the contractor uses their own facilities to run RARA programs the split will be 80/20. 80% for the contractor and 20% for RARA.) Please refer to the financial arrangements section for more details. The contractor shall submit invoices to RARA for payment in accordance with the payment schedule outlined in Exhibit A. RARA shall issue a Form 1099 to the Contractor at the end of the tax year except in cases where the contractor is compensated by credit card. It is then their responsibility to get a 1099 from the credit card company.

### **Taxes and Reporting**

Contractor shall be solely responsible for reporting their income and paying any applicable taxes. The contractor acknowledges that they are not covered by RARA's general liability insurance and shall maintain their own liability insurance, as required by RARA.

### **Background Checks and Certifications**

Contractor shall maintain up-to-date background checks on all employees and subcontractors and shall provide proof of any required certifications, licenses, or qualifications to RARA.

### **Confidentiality**

Contractor agrees to maintain the confidentiality of any proprietary or confidential information provided by RARA or obtained during the course of performing the services under this Agreement.

### **Intellectual Property**

Contractor agrees that any intellectual property, including but not limited to copyrights, trademarks, or trade secrets, created or developed by Contractor in the course of providing services under this Agreement shall be owned by RARA.

### **Compliance with Laws and RARA Policies**

Contractor shall comply with all applicable laws, rules, and regulations, as well as RARA's policies and procedures, including but not limited to safety, emergency procedures, harassment, child abuse, sexual abuse prevention, and incident reporting.

### **Termination**

Either party may terminate this Agreement upon written notice if the other party breaches any material term or condition of this Agreement. RARA may also terminate this Agreement if the Contractor fails to meet minimum enrollment requirements or if RARA determines, in its sole discretion, that the program is not in the best interests of RARA or its participants.

### **Indemnification**

Contractor agrees to indemnify, defend, and hold harmless RARA, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in connection with the performance of the services under this Agreement, except to the extent such claims, liabilities, damages, losses, or expenses are caused by the negligence or willful misconduct of RARA.

### **Governing Law and Dispute Resolution**

This Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved through good faith negotiations or, if necessary, by mediation or arbitration conducted in accordance with the rules of the American Arbitration Association.

### **Entire Agreement**

This Agreement, including Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

### **Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be struck, and the remaining provisions shall continue in full force and effect.

### **Notices**

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a party from time

to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or email (with confirmation of receipt), and shall be deemed given when received.

**Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Assignment**

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that RARA may assign this Agreement to an affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets.

**Force Majeure**

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond its reasonable control and not caused by its fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving such party's employees), computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Contractor Signature: \_\_\_\_\_

RARA Representative Signature: \_\_\_\_\_

Rochester Avon Recreation Authority

Authorization to obtain  
Information and Release

Applicant Complete the Following

1. In connection with my application for employment, I understand that Rochester Avon Recreation Authority may be requesting information from public and private sources about my character, work habits, performance, experience, driving record, court record, criminal history, education, credentials, credit, and references as well as reasons for termination of past employment.
2. Medical information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA), the Michigan Persons with Disabilities Civil Rights Act and/or any other laws.
3. I acknowledge that a telephone facsimile (FAX) or photographic copy shall be as valid as the original.
4. I hereby authorize, without reservation, Rochester Avon Recreation Authority, or any law enforcement agency, institution, information service bureau, school, employer, reference insurance company, other entity or person contacted by Rochester Avon Recreation Authority to furnish the information described in section 1. The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. I hereby release the Rochester Avon Recreation Authority, its Board Members, employees, and agents and all persons, agencies, and entities providing information or reports about me from any and all liability arising out of the requests for or release of any of the above mentioned information or reports.
5. I acknowledge that the Rochester Avon Recreation Authority has made no representations of any kind as to whether I will be employed at the conclusion of this investigation.

---

Please print your full name

---

Please print other names you have used

---

Home address

City

State

Zip code

---

Social security Number

Date of Birth

Male

Female

---

Drivers License Number

State Issuing License

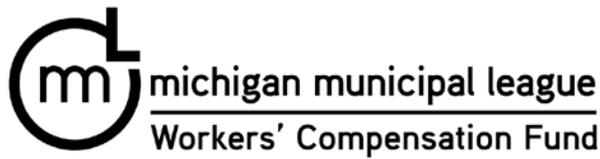
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Name as it Appears on license

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Signature

Today's Date



**SOLE PROPRIETOR FORM**  
**For Sole Proprietors with No Employees**

For workers' compensation purposes, we are required to maintain verification regarding workers' compensation coverage for all independent contractors.

You must provide the following information if you:

- a) Are a sole proprietor with no employees, and
- b) Do not carry workers' compensation insurance.

- 1) Name of Sole Proprietor: \_\_\_\_\_
- 2) Federal Tax Identification Number or last 4 digits of Social Security No. \_\_\_\_\_
- 3) I am doing business as: \_\_\_\_\_

Please provide the following:

- A copy of the assumed name certificate you filed with the county;
- Your business card;
- Website: \_\_\_\_\_, Business Flyer, evidence of professional social media presence (LinkedIn, Facebook);
- List two or more other business or private homeowners that you have worked for in the one-year period prior to the date this document is signed, including address/phone #:

\_\_\_\_\_  
\_\_\_\_\_

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**Please complete the following statement:**

I, \_\_\_\_\_, a Sole Proprietor with no employees, will provide \_\_\_\_\_ services to \_\_\_\_\_ on a periodic basis. I do understand that I am not entitled to workers' compensation benefits under Michigan's Law; therefore, I am personally responsible for any injuries/illnesses I may sustain while performing my services to said entity.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Sole Proprietor