



**INSTRUCTOR AND THE CITY AGREE TO THE FOLLOWING CONDITIONS:**

**SECTION I - OBLIGATIONS OF THE INSTRUCTOR.**

The Instructor shall:

1. Be on time and ready to start when the class is scheduled to begin.
2. Report the class attendance on the designated sheet provided by the City staff.
3. Inform facility personnel, in advance, as to how the room should be set up.
4. Leave the room in acceptable condition after each class.
5. Contact the facility supervisor at least 24 hours before any absence.
6. Notify class members at least 24 hours in advance of cancellations or changes in class schedule.
7. Inform students of any materials which must be supplied by them to participate in the class.
8. Direct the student to pay class fees to the City staff.
9. Not collect money on City property without the written approval of the City for such items as shirts, supplies, etc.
10. Submit all promotional items (e.g., news releases, flyers, posters, websites, social media, etc.) to the City for written approval prior to printing and distribution to the public.
11. If required by the City, obtain a signed release, provided by City staff, from all participants prior to beginning the program.
12. Allow a first-time participant to either observe one class before enrolling or attend the first class free.
13. Comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including Florida laws

regarding public records (e.g., Chapter 119, Florida Statutes, and specifically Chapter 119.0701(2)-(3)). **IF INSTRUCTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO INSTRUCTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, [CITY.CLERK@STPETE.ORG](mailto:CITY.CLERK@STPETE.ORG), OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

14. Not violate any Laws or permit the violation of any Laws to occur during Instructor's classes or class related activities. A conviction by a court of the alleged unlawful act or activity is not necessary in order for an Instructor to be in violation of this Section.

15. Comply with City policies and procedures, including but not limited to policies and procedures contained in the Fee Instructor Manual **SECTION II – PAYMENT.** Provided Instructor faithfully performs its obligations contained in this Contract, City will pay Instructor the total sum of seventy percent (70%) of fees collected each month for services to be performed under this Contract. Upon successful completion of the class (or month of ongoing classes), the City shall process a check to the Instructor. Checks are normally available on the fifteenth day of the month following the rendering of services, and will be mailed to the Instructor's address listed on the front page of this Contract. In the event that an Instructor receives overpayment through an incorrect check amount or if customer invoices sent to collections are not paid by the clients, the City reserves the right to recoup the overpayment by adjusting subsequent payments to the Instructor or invoicing the Instructor for reimbursement to the City.

**SECTION III - RELATIONSHIP OF THE PARTIES.** The parties intend that an independent contractor relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Instructor who is an independent contractor. Instructor as well as employees of Instructor are not to be considered an agent or employee of City for any purpose, and are not entitled to any of the benefits that City provides for City employees. It is understood that Instructor is free to perform similar services for other parties while under contract with the City.

**SECTION IV - LIABILITY AND INSURANCE.** The services to be performed under this Contract will be performed entirely at Instructor's risk, and Instructor assumes all responsibility for the condition of tools and equipment used in the performance of this Contract. All of Instructor's property of every kind and description which may at any time be on City property shall be at the Instructor's sole risk. Instructor agrees to defend, hold harmless and indemnify the City for any liability or loss alleged or claimed to have arisen out of or in connection, in whole or in part, from any negligent act or omission of the Instructor, whether or not such negligence is claimed to be either solely that of the Instructor, or to be in conjunction with the claimed negligence of others, including the City; any reckless or intentional wrongful acts or omissions of Instructor; or Instructor's failure to comply with the terms and conditions of this Contract and applicable Laws. When required by the City's Risk Management Department, the Instructor shall, at its expense, obtain a policy of insurance with terms and conditions acceptable to the City's Risk Management Department and provide an insurance certificate to the Recreation Department Fee Instructor Coordinator evidencing the required insurance at least two (2) days prior to beginning the program listed on the front page of this Contract. All required insurance policies, and the certificates therefore, shall name the City as an additional insured.

**SECTION V - DURATION AND TERMINATION OF CONTRACT.** Both parties acknowledge and agree that this Contract is contingent on a sufficient enrollment in the program listed on the front page of this Contract to warrant said program being offered. The City may terminate this Contract, with or without cause, upon giving five (5) days written notice to Instructor. This Contract expires on the expiration date specified in the proposal or upon the renewal date mutually agreed upon by the parties in writing.

**SECTION VI – RESCHEDULING.** The Instructor and facility supervisor will mutually agree in writing on scheduling changes.

**SECTION VII - CLASS FEES.** Requests to increase class fees must be submitted in writing and will be reviewed and approved by the City.

**SECTION VIII – AMENDMENTS.** No amendments to this Contract shall be valid unless in writing and signed by the City and Instructor.

**SECTION IX - BUSINESS TAX CERTIFICATE.** It is the responsibility of the Instructor to have a current and valid Business Tax Certificate.

**SECTION X – NOTICES.** All notices must be in writing and delivered in person, by certified mail, or by email to the address listed on the front page of this Contract if to Instructor, and to 1400 19<sup>th</sup> St. N., St. Petersburg FL 33713, [Kerry.Bittner@stpete.org](mailto:Kerry.Bittner@stpete.org) if to the City. Notices shall be deemed delivered on the date delivered in person, upon expiration of five (5) days following the date mailed by certified mail, or upon confirmation of delivery by email.