

AGREEMENT FOR SUMMER RECREATION PROGRAM AT TOM JOHNSON MEMORIAL PARK – SUMMER 2022

This Agreement is entered into this ____ day of May, 2022, between the Town of Thorntown (“Town”), the Thorntown Parks and Recreation Board (“Park Board”) and Wes Mikesell (“Contractor”) together referred to as the “Parties”. In consideration of the mutual covenants and promises of the Parties, the Town, Park Board and the Contractor agree as follows:

1. In consideration for the labor herein provided by the Contractor, the Town shall pay the Contractor Two Thousand Dollars (\$2,000).
2. In consideration for the above payment from the Town, Contractor shall provide the following services:
 - a. conduct a summer recreation program in the Tom Johnson Memorial Park (“Park”) twice per week for 2-hour sessions for children in 3rd through 6th grades from June 1 – July 31.
 - b. supervise and plan all activities of the program utilizing the park equipment, such activities to be pre-approved by the Park Board
 - c. provide a monthly report to the Park Board on the number of children attending and types of activities
 - d. maintain regular communication with the Park Board
3. Contractor agrees to perform the services in a professional manner.
4. Contractor retains the right to determine the schedule of the programming, including the cancelation and rescheduling of events in the event of inclement weather.
5. To the extent permitted by law, Contractor hereby indemnifies, releases, discharges, waives and covenants not to sue the Park Board or the Town of Thorntown including its respective elected and appointed officials, administrators, agents, officers, volunteers and employees, for any and all claims for liability arising out of personal injury or property damage sustained by Contractor in connection with the performance of this Agreement.

6. This Agreement does not in any way create an employer/employee relationship. Contractor is considered to be an independent contractor. Contractor shall not, under any circumstances, hold himself out to the public as an employee of the Park Board or Town of Thorntown. Contractor has no authority to contractually bind the Park Board or Town of Thorntown under any circumstances and is not authorized to make any representations on behalf of the Park Board except as explicitly stated herein.

7. No alterations or modifications of this Agreement shall be effective unless the modification is in writing and signed by the parties.

8. This Agreement shall be effective upon execution by the Town and Park Board, through their representatives, and Contractor and shall be in effect upon execution through August 1, 2022, unless terminated by either the Park Board or the Contractor, for their convenience, upon 30 days' written notice to the other.

Town of Thorntown

By _____
Sara Fairfield, Thorntown Town Council President

Thorntown Park Board

By _____
Derek Babcock, Thorntown Park Board President

Contractor

Wes Mikesell