



INSTRUCTOR PROCESS

NEW INSTRUCTORS

In order to become an instructor for the Town of Prescott Valley's Parks & Recreation Department, the following process must be followed:

- Meet with Recreation Manager and be prepared to discuss:
 - Instructor expectations
 - Class information, including: potential dates, times, age ranges, maximum/minimum class size, and location needs
 - Recreation software
- Complete & return the following forms:
 - Instructor Agreement
 - W-9 Form
 - Direct Deposit Form (ACH)
 - Vendor Certification Form
 - Emergency Contact Form

Please note that we require a minimum of 2 months of advertising between date of program creation in our Recreation software and the start date of your class.

EXISTING INSTRUCTORS

Existing instructors must complete & return a program agreement prior to the start of each fiscal year. The fiscal year starts on July 1st.



INSTRUCTOR AGREEMENT

INSTRUCTOR INFORMATION

Name			
Business Name	Prescott Valley Business License #:		
Mailing Address	Street	City	Zip Code
Phone Number			
Email Address			

CLASS INFORMATION

Class Title							
Class Description							
Location							
Class Max #		Class Min #					
Class Dates							
Class Days <small>(Please circle)</small>	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Class Times	Start	End			Total Duration		
Registration Fee(s)							

Additional Information:



INSTRUCTOR AGREEMENT

REFERENCES

Name	
Phone Number	
Email	
Relationship	

Name	
Phone Number	
Email	
Relationship	

This agreement is made and entered into by and between the Town of Prescott Valley, acting through the Parks and Recreation Department (hereinafter referred to as the "Town"), and _____
(hereinafter referred to as the "Instructor") for the fiscal year _____.

The Town engages the Instructor to teach and the Instructor agrees to teach under the following terms and conditions:

- The Town shall provide a suitable location (either a Town facility or a facility acquired by the Town) in which to provide the course of instruction.
- The Town shall collect all registration and other fees and shall remit to the Instructor as the sole compensation here under **80%** of all registration fees collected. Such remittances shall be made on a monthly basis on the second week of the month. The Instructor shall not collect any fees unless expressly authorized to do so, in writing, by the Community Services Director, which shall also provide in writing how fees shall be distributed.
- The Town shall advertise the class as it deems appropriate, within its sole discretion. The Instructor gives full permission for use of his/her name and photograph in connection with any advertisement of this class.
- If the class is held at a non-Town facility, the agreement providing for that location shall be attached hereto.
- The Town reserves the right to cancel the class and terminate this Agreement at any time that the Community Services Director determines that continuation thereof is not in the best interests of the Town.
- The Instructor shall ensure that all class participants fill out necessary registration/attendance/waiver of liability forms and that such forms are timely submitted to the Parks and Recreation Department.
- The Instructor shall reasonably protect and maintain the location and any related Town equipment, and shall timely report any injuries, damages, or similar problems or incidents to the Parks & Recreation Department.



INSTRUCTOR AGREEMENT

- To the fullest extent permitted by law, the Instructor shall defend, indemnify, and hold harmless the Town, its agents, officers, officials, and employees for, from, and against all claims, damages, expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Instructor, his/her agents, employees, or any tier of the Instructor's subcontractors in the performance of this Agreement. The Instructor's duty to defend, hold harmless, and indemnify the Town, its agents, officers, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused IN WHOLE OR IN PART by the Instructor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Instructor, any tier of the Instructor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Instructor may legally liable including the Town. Such indemnity does not extend to the Town's sole negligence.
- It is understood that nothing in this Agreement is intended to make of the Instructor or any of his/her employees, subcontractors or agents, officers or employees of the Town. Rather, the Instructor and his/her employees, subcontractors or agents are independent contractors. As such, the Instructor is solely responsible for collection and payment of applicable federal, state, or local taxes and other charges (including, but not limited to, employment taxes, social security taxes, and payroll and other withholdings), and acquisition and maintenance of required insurance (including, but not limited to, medical and workers' compensation insurance). All monies paid to the Instructor shall be recorded in accordance with the Internal Revenue Code under Form 1099.
- No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- This Agreement may only be amended by written agreement fully executed by the Town and the Instructor
- No waiver of any part of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition herein. Furthermore, no delay in exercising any right or remedy shall constitute a waiver thereof.
- This Agreement constitutes the entire agreement between the parties, and no evidence of any prior or contemporaneous agreement, written or oral, may be used to modify the terms of this Agreement.
- The Instructor acknowledges that she/he has been given a full opportunity to review the terms and provisions of this Agreement, including discussion with legal counsel, therefore nothing herein shall be construed against the Town simply because it played the larger part in drafting the Agreement.
- This Agreement is subject to conflict-of-interest provisions of ARS §34-511.

I have read and understand and agree to all of the conditions of this Instructor Agreement.

Instructor Signature: _____ Date: _____

Approved By:

Recreation Manager Signature _____ Date: _____

Community Services Director Signature: _____ Date: _____



VENDOR CERTIFICATION FORM

Name of Business: _____

DBA Business Name: _____

Remittance Address: _____

City/State/Zip Code: _____

Accounting Contact Name: _____ Telephone Number: _____

Email Address: _____

Has any federal or state agency ever made a finding of noncompliance with relevant civil rights requirements with respect to your company? Yes No *If yes, please attach explanation.

Does your business have any relationship to the Town of Prescott Valley (i.e. able to influence business policy, employee, relative of employee)? Yes No *If yes, please list name: _____

Has your company ever been suspended or excluded from any Town purchasing for any reason?
 Yes No *If yes, please attach explanation.

If you would like to sign up for automatic payments, please complete the bank information below (checking accounts only).

Note: First payment will be issued as a check.

Financial Institution Name: _____

Routing / ABA Number: _____ Account Number: _____

I hereby authorize the Town of Prescott Valley (the Town) to initiate credit entries (deposits) and, if necessary, debit entries and adjustments for any credit entries made in error to your account listed above. The authority is to remain in full force until the Town receives written notification from the vendor of its termination in such time and such manner as to afford the Town and the financial institution a reasonable opportunity to act on it. I hereby certify that the account number and the routing/ABA number listed above are correct and indemnify the Town against loss and damage from delayed payments resulting from incorrect or incomplete account and/or routing/ABA numbers.

Vendor Statement: I hereby certify that this form is completed to the best of my knowledge and belief. If any of the information on this form changes, it is the vendor's obligation to contact the Town with the corrected information.

Authorized Signature: _____ Date: _____

Print Name and Title: _____

Vendor Certification Form must be accompanied by a completed W-9.

OFFICIAL USE ONLY		
Vendor Number: _____	Date: _____	Initials: _____



INSTRUCTOR EMERGENCY CONTACT FORM

CONTACT #1 NAME

Cell Phone #

Home Phone #

Address

Street

City

Zip Code

CONTACT #2 NAME

Cell Phone #

Home Phone #

Address

Street

City

Zip Code

I consent that I have voluntarily provided the above contact information and authorize the Parks & Recreation Department and its representatives to contact the above contacts in the event of an emergency.

Instructor Signature: _____ Date: _____