

## **Franklin County Parks and Recreation** **Negotiable Contract Agreement**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and between the County of Franklin, Virginia, a municipal corporation of the Commonwealth of Virginia (hereafter referred to as the County), acting by and through its Director of Parks and Recreation, or his authorized designee, and \_\_\_\_\_, (hereafter referred to as the Instructor).

### **WITNESSETH:**

**THAT**, the parties hereto, in consideration of the covenants and agreements herein contained do hereby covenant described as follows:

1. The County and the Instructor will cooperate in making available to the public a service described below:

This program has been set forth as \_\_\_\_\_, to be instructed by \_\_\_\_\_, (hereafter referred to as the Instructor). This contract will be from \_\_\_\_\_ until \_\_\_\_\_, unless one of the consenting parties breaks the agreement, with written documentation, prior to this date. The instructor is not allowed to break this contract during the scheduled time of his/her program. A minimal of four weeks notice prior to the start of the program is required.

2. In making the program available to the Public, the County will provide the following:
  - Administrative direction through both the Parks and Recreation Director and the Recreation & Aging Services Manager.
  - Provide clerical support with regards to both correspondence and copied materials.
  - Schedule appropriate facilities where needed.
  - Coordinate all public service announcements and other marketing strategies.
  - Assure the Public of a quality program through strict policies and governing the fee collection process.
3. In providing this service, the Instructor will:
  - Maintain effective communication lines with the Recreation & Aging Services Manager and office personnel.
  - Maintain high professional standards both in and out of County facilities and/or programs.
  - Practice effective customer service techniques at all times.
  - Provide prompt, effective, and punctual service to program participants.
  - Resolve any conflicts, which may arise during the normal course of the program and report any unresolved situations to the Recreation Programs Manager.

4. The County and the Instructor understand and agree that the Instructor will provide both the training and supervision of all program volunteers, as well as, other services described above, as an independent contractor, and not as an employee of the County.
5. The Instructor warrants and represents that he/she is qualified to provide the instruction or service for the above programs.
6. The Instructor understands and agrees that he/she is serving at the pleasure of the Director of Parks and Recreation and must abide strictly to the contents of this contractual agreement.
7. The Instructor is paid 70% of all fees collected for services rendered during this program.

**Instructor Information**

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Phone (day)\_\_\_\_\_ (night)\_\_\_\_\_

Social Security Number\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

Email Address\_\_\_\_\_

WITNESS the following signatures:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marcia Cramblitt  
Recreation & Aging Services Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Instructor