

INDEMNITY PROVISION CONTRACT
(FOR INDEPENDENT CONTRACTORS)

1. GENERAL. The City of Cedar Hills duly organized and existing under the laws of the State of Utah, with its primary place of business located at 10246 N Canyon Road , Utah (hereinafter referred to as "City") and **Jill Griffiths** (hereinafter referred to as "Contractor") herewith enter into this contract for services, effective as of 5/3/13 .
2. RECITALS. The parties recite and declare:
 - A. Contractor is willing to provide services to City, and City is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.
 - B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, City and Contractor agree as follows:
3. SERVICES.
 - A. Contractor herewith agrees to perform the following services:
 - (1) Leads various types of aerobics programs and activities including but not limited to: Cardio-interval, Yoga, Pilates, Stretch aerobics, Spinning, Cardiac fitness, Dance, Karate, Weight training, and other programs designated by the City.
 - (2) Takes day to day direction from fitness director and/or group fitness coordinator.
 - (3) Ensures class needs are met through class routines and organization.
 - (4) Works with instructors and attendees to ensure they are performing exercises correctly and safely.

- (5) Shares educational information with class participants, ensures classes meet appropriate standards, and encourages members to reach their fitness and well ness goals.
 - (6) Assists in the interviewing, reviewing, and hiring of fitness instructors.
 - (7) Assists in performance evaluations of instructors.
 - (8) Assists in advertising for fitness classes and programs.
 - (9) Assists in the scheduling of classes, daily program operation, and evaluation of program needs.
 - (10) Attend fitness classes and certification trainings as deemed appropriate by the City.
- B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established by the City.
- C. Contractor shall perform such duties as specified by this contract and are customarily performed during the course of performing the above noted services.
- D. Contractor acknowledges that the responsibilities under this agreement require Contractor to interact with and serve the public. Contractor agrees to perform all services under this agreement at the highest levels of professional conduct and that the City may terminate this agreement immediately with or without notice, if at any time the Mayor, in his sole unfettered discretion, determines the Contractor has acted or spoken in a manner detrimental to the beneficial image of the City.
4. **BEST EFFORT OF CONTRACTOR.** Contractor agrees that he will at all times faithfully, industrially, and to the best of his ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of City.

5. TERM OF CONTRACT. This contract shall be in effect beginning and ending on, or at any time before, 5-3-13 to 6-30-14
6. TERMINATION OF CONTRACT. This contract shall expire on or before, 6-30-2014. In addition, either party shall have the right to terminate this contract with thirty (30) days written notice to the other party.
7. COMPENSATION OF CONTRACTOR. City shall pay Contractor, and Contractor shall accept from City, in full payment for Contractor's services under this agreement, \$20 per instruction of any individual fitness class, 5 Day Family Golf Pass w/cart \$4,320.00. Contractor shall also receive 50% off all youth fitness program courses, and free adult class participation.
8. RETURN OF EQUIPMENT ON TERMINATION OF CONTRACT. On termination of this agreement by either party, or at the termination of Contractor, all City property in the possession of Contractor shall be promptly returned to City by Contractor.
9. BENEFITS. Contractor shall have no right to, and shall not be provided with, any benefits.
10. HOLD HARMLESS/INDEMNIFICATION. Contractor herewith agrees to indemnify and hold the City, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the City or their respective officers, officials, agents, or employees, or any person or persons.
11. AGREEMENTS OUTSIDE OF CONTRACT. This agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that he or it has relied on its

own judgment in entering into this agreement. The parties further acknowledges that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

12. **MODIFICATION OF AGREEMENT.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
13. **CHOICE OF LAW.** It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted, with the exception that any action arising out of federal law shall be construed in accordance with and under and pursuant to the federal laws at issue.
14. **NO WAIVER.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
15. **EFFECT OF PARTIAL INVALIDITY.** The invalidity of any portion of this agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

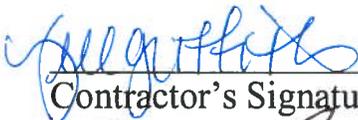
16. LIABILITY AND WORKERS COMPENSATION INSURANCE. Contractor warrants that contractor has obtained and will maintain liability insurance sufficient to support contractor's hold-harmless indemnification promise. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by state law.

17. UNDERSTANDING AND EFFECT OF AGREEMENT.

- A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.
- B. Parties warrant that they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
- C. And, Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

18. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

In witness whereof, each party to this agreement has caused it to be executed on the date indicated below.


Contractor's Signature

Jill Griffiths
Printed Name of Contractor

May 20, 2013
Date


Mayor's Signature

May 23, 2013
Date