

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Barry Poole	
Address: 1947 Half Pence Way San Jose, CA 95132	Tax ID Number: -
Phone Number: (408) 569-3109	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Barry Poole, an individual (“Contractor”). This Agreement will be effective from July 1, 2014 to June 30, 2015, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Tennis Classes (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor’s sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 70 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 3, 4, 5, 6, and 8
 Minimum Participants 3, 4
 Maximum Participants 8, 16

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.

20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

[Barry Poole]

Date: _____

CITY OF MILPITAS, CALIFORNIA

By: _____

Date: _____

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Communication Academy Corporation, Attention : Jackson Chow	
Address: 7337 Bollinger Road, #E Cupertino, CA 95014	Tax ID Number: -
Phone Number: (408) 777-8876	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Communication Academy Corporation, a California corporation (“Contractor”) and this Agreement will be in effect from July 1, 2014 to June 30, 2015, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Educational Writing, Speaking and Math Classes (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor’s sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.

4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 70 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 5
 Minimum Participants 12

Maximum Participants 8,16

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
 - C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
 - D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
 - E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
 - F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

18. No Oral Modification. This Agreement may not be altered or amended except by a written document executed by the parties hereto.
19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

[Communication Academy (Jackson Chow)]

Date: _____

CITY OF MILPITAS, CALIFORNIA

By: _____

Date: _____

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Irene Saxe	
Address: 241 Barbara Drive Los Gatos, Ca 95132	Tax ID Number: -
Phone Number: (408) 813-3043	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Irene Saxe, an individual (“Contractor”) and this Agreement will be in effect from July 1, 2014 to June 30, 2015, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Music Together and Ukulele Classes (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor’s sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 70 % of receipts (resident rate only).

 - A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 7 and 10
Minimum Participants 6
Maximum Participants 12

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.

20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

[Irene Saxe]

Date: _____

CITY OF MILPITAS, CALIFORNIA

By: _____

Date: _____

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Patricia Jensen DBA, Jensen School of Dance	
Address: 1491 N. Milpitas Blvd. Milpitas, CA 95035	Tax ID Number: -
Phone Number: (408) 262-0770	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Patricia Jensen, an individual dba Jensen School of Dance (“Contractor”) and this Agreement will be in effect from July 1, 2014 to June 30, 2015, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: **Talented Tots, Ballet & Tap, Floor Gym, Tumbling, Hip Hop and Ballroom Classes** (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor’s sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.

4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 75 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 5, 6 and 7
 Minimum Participants 10
 Maximum Participants 20

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.

20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

[Patty Jensen DBA, Jensen School of Dance]

Date: _____

CITY OF MILPITAS, CALIFORNIA

By: _____

Date: _____

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Mad Doug, Inc dba Mad Science of the Bay Area	
Address: 5409 Central Avenue, Suite 6 Newark, CA 94560	Tax ID Number: -
Phone Number: (877) 390-5437	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Mad Doug, Inc., a California corporation dba Mad Science of the Bay Area (“Contractor”). This Agreement will be in effect from July 1, 2014 to June 30, 2015, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Various Science Camps and Classes (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor’s sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.

4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 70 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 6 and 8
 Minimum Participants 6
 Maximum Participants 15

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

- 19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.

- 20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

[Mad Doug, Inc]

Date: _____

CITY OF MILPITAS, CALIFORNIA

By: _____

Date: _____

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Mei Wan Chai, dba Center Stage Performing Arts	
Address: 2415 San Ramon Valley Blvd. Suite 4393 San Ramon, CA 94538	Tax ID Number: -
Phone Number: (408) 707-7158	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Mei Wan Chai, an individual dba Center Stage Performing Arts (“Contractor”). This Agreement will be effective from July 1, 2014 to June 30, 2015, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: **— Milpitas Recreation Children’s Theatre Program and Annual Tree Lighting Ceremony (see attached scope of service fully incorporated herein)**
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor’s sole cost and expense.

4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of each production as herein indicated:

Payment Rate: **90%** of program cast fees (excluding the individual \$20 non-resident fee) collected by City at the end of the production. City is not responsible for

compensating Contractor for participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of productions: 4 (three productions and Annual Tree Lighting Ceremony)

Minimum Participants (per production): 20
Maximum Participants (per production): 80

- A. In the event of a rehearsal cancellation by the Contractor resulting in a make-up rehearsal, the Contractor payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up rehearsal.
 - B. If a production does not reach the stated minimum number of participants prior to the first rehearsal, the City may in its sole discretion cancel the production, without compensation to the Contractor. Likewise, in the event the total number of participants drops below the minimum required production size prior to the beginning of the no-refund cancellation period as set forth in the Recreation Customer Satisfaction Policy, then the City may in its sole discretion cancel the remaining production rehearsals. In that event, the City shall pay Contractor a pro-rated amount only for those production rehearsals taught, up to the time of cancellation.
 - C. City will not withhold any amount for federal or state income taxes. All instructors must complete a W-9 form and shall be responsible for payment of any applicable federal or state taxes.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an

Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.

8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract.

For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.

15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document executed by the parties hereto.
19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

[Mei Wan Chai, dba Center Stage Performing Arts]

Date: _____

CITY OF MILPITAS, CALIFORNIA

By: _____

Date: _____

Center Stage Performing Arts
Season 2014-2015
Scope of Work - Exhibit A

Production Schedule (subject to change) updated version not available

*Shows and Dates subject to change

Fall 2014 – Seussical, Jr.

Auditions:

Monday & Tuesday, August 26 & 27, 2014

Call Backs:

Wednesday, August 28, 2014

Cast Meeting:

Thursday, August 30, 2014

Rehearsals:

August 30, 2014 – November 7, 2014

Performances:

Friday, November 8, 2014

Saturday, November 9, 2014

Sunday, November 10, 2014

Thursday, November 14, 2014

Friday, November 15, 2014

Saturday, November 16, 2014

School Performances:

Tuesday & Wednesday, November 12 & 13, 2014

Winter 2014 – The Ransom of Emily Jane

Auditions:

Tuesday & Wednesday, November 12 & 13, 2014

Cast Meeting:

Thursday, November 14, 2014

Rehearsals:

November 14 – December 8, 2014

Performances:

Monday, December 9, 2014

Tuesday, December 10, 2014

Wednesday December 11, 2014

Thursday, December 12, 2014

School Performances:

Tuesday & Wednesday, December 10-11, 2014

Annual Tree Lighting Event

Sunday, December 1, 2014

Spring 2015 – The Wiz

Auditions:

Monday & Tuesday, January 13 & 14, 2015

Callbacks:

Wednesday, January 15, 2015

Cast Meeting:

Thursday, January 16, 2015

Rehearsals:

January 16 – March 20, 2015

Performances:

Friday, March 21, 2015

Saturday, March 22, 2014

Sunday, March 23, 2014

Thursday, March 27, 2014

Friday, March 28, 2014

Saturday, March 29, 2014

School Performances:

Tuesday & Wednesday, March 25 & 26 2014

Summer 2014 – Chicago

Auditions:

Monday & Tuesday, May 5 & 6, 2014

Callbacks:

Wednesday, May 7, 2014

Cast Meeting:

Thursday, May 8, 2014

Rehearsals:

May 8, 2014 – July 17, 2014

Performances:

Friday, July 18, 2014

Saturday, July 19, 2014

Sunday, July 20, 2014

Friday, July 25, 2014

Saturday, July 26, 2014

Sunday, July 27, 2014

Thursday, July 31, 2014

Friday, August 1, 2014

Saturday, August 2, 2014

Camp Performances:

Wednesday, July 30, 2014

Center Stage Performing Arts
Season 2014-2015
Scope of Work - Exhibit A

Ticket & Concession Sales

Ticket sales are the sole responsibility of Contractor. Ticket prices and Box Office hours and staffing are to be determined by Contractor. Ticket sales will not run through City of Milpitas Recreation offices and are therefore 100% of the proceeds will go to Contractor.

The purchasing and selling of Performance Concession Sales is the sole responsibility of Contractor. Concession prices are to be determined by Contractor. Concession sales will not run through City of Milpitas Recreation offices and are therefore 100% of the proceeds go to Contractor.

Promotional Materials

Marketing

Milpitas Recreation Services will market the Center Stage Performing Arts programs provided for the City of Milpitas through the seasonal activity guide, e-blasts, press releases, flyers, marquee and website. Anything additional, i.e., paid ads, will be at the cost of Contractor.

Printing

Recreation Services will continue to create and print the programs flyers, programs and tickets in the same style and quality that has historically been created. Any promotional printing above and beyond (i.e. full color, glossy print) will be the cost of and responsibility of Contractor.

Information to create flyers, programs and tickets must be reported and communicated to staff in a timely manner and will be determined by Contractor and Milpitas Recreation Marketing Coordinator.

Facility Use

City will provide audition, rehearsal, performance and other program space as needed.

Donations

The City will continue to accept donation on behalf of Contractor should donors wish to donate to the program.

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Noteworthy Music School	
Address: 1220 Tasman Drive, #457 Sunnyvale. CA 94089	Tax ID Number: -
Phone Number: (408) 734-4211	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Noteworthy Music School, a California corporation (“Contractor”). This Agreement will be effective from July 1, 2014 to June 30, 2015, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Keyboards, Guitar, Semi-Private Lessons and Vocal Classes (see **attached scope of service fully incorporated herein**)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor’s sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.

4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 72 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 6
 Minimum Participants 6
 Maximum Participants 8

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

- 19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.

- 20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

[Noteworthy Music School (DebbyLee Macchione)]

Date: _____

CITY OF MILPITAS, CALIFORNIA

By: _____

Date: _____

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Tatsiana Lahunovich	
Address: 347 Conestoga Way San Jose, CA 95123	Tax ID Number: -
Phone Number: (408) 823-8922	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Tatsiana Lahunovich, an individual (“Contractor”). This Agreement will be effective from July 1, 2014 to June 30, 2015, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Fitness Class Instruction (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor’s sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.

4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 72 % of receipts (resident rate only).

 - A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 6
 Minimum Participants 6
 Maximum Participants 8

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.

20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

[Tatsiana Lahunovich]

Date: _____

CITY OF MILPITAS, CALIFORNIA

By: _____

Date: _____

EXHIBIT A-1

SCOPE OF SERVICES

Contractor shall provide professional services in the following areas:

- Contractor shall provide fitness class instruction for the City of Milpitas Sports Center:
 - **Mondays**: Body Architect 11:30 a.m.-12:15 p.m., Vinyasa Yoga 1 12:15-1:00 p.m., and Vinyasa Yoga II 5:45-6:45 p.m.
 - **Wednesdays**: Pilates Sculpt 12:00-1:00 p.m., Body Architect 5:45-6:45 p.m.
 - **Fridays**: Power Up 11:30 a.m.-12:15 p.m., and Vinyasa Yoga 1 12:15-1:00 p.m.
 - Fitness Class Substitution when agreed upon by the City of Milpitas and Contractor.
 - A minimum of ten (10) paid participants must attend each class. Class will be terminated if participation continues to be less than the minimum number after two months of classes.
 - Contractor must notify the City of Milpitas Sports Center at least fifteen (15) days prior to vacation/time off and shall be responsible for securing a substitute instructor meeting the requirements of this Agreement.
 - If contractor cancels a class more than three (3) times a month without a substitute instructor, ten percent (10%) of payment will be deducted from the then current invoice.
- Contractor shall maintain current and valid certification and training for fitness class instruction and personal training throughout the term of this Agreement.

Milpitas Recreation

457 E. Calaveras Blvd.
 Milpitas, CA, 95035
 (408) 586-3210

Instructor

Barry Poole
 1947 Half Pence Wy
 San Jose CA 95132

Instructor ID:
SSN:
Home Phone: (408) 926-1947

Letter of Agreement

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
357 - Tennis Hall Tennis Court #1	2014 Summer		Sat Jun 7-Thu Sep 4 3:30 PM-4:15 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees										
363 - Quick Start Slam - Session 1 Hall Tennis Court #3	2014 Summer		Sat Jun 7-Sat Jun 28 11:30 AM-12:15 PM	Yes		4	12	9.00	0.00	0.00
General Rate: 70.0000% of key fees										
367 - Quick Start Slam - Session 2 Hall Tennis Court #2	2014 Summer		Sat Jul 5-Sat Jul 26 11:30 AM-12:15 PM	Yes		4	12	9.00	0.00	0.00
General Rate: 70.0000% of key fees										
370 - Quick Start Slam - Session 3 Hall Tennis Court #1	2014 Summer		Sat Aug 2-Sat Aug 23 11:30 AM-12:15 PM	Yes		4	12	9.00	0.00	0.00
General Rate: 70.0000% of key fees										
378 - Quick Start Slam - Session 4 Hall Tennis Court #2	2014 Summer		Mon Jun 9-Wed Jul 2 3:30 PM-4:15 PM	Yes		4	24	18.00	0.00	0.00
General Rate: 70.0000% of key fees										
379 - Quick Start Slam - Session 5 Hall Tennis Court #1	2014 Summer		Mon Jul 7-Wed Jul 30 3:30 PM-4:15 PM	Yes		4	24	18.00	0.00	0.00
General Rate: 70.0000% of key fees										
380 - Quick Start Slam - Session 6 Hall Tennis Court #1	2014 Summer		Mon Aug 11-Wed Sep 3 3:30 PM-4:15 PM	Yes		4	21	15.75	0.00	0.00
General Rate: 70.0000% of key fees										

Milpitas Recreation

457 E. Calaveras Blvd.
 Milpitas, CA, 95035
 (408) 586-3210

395 - Junior Team Tennis - Session 1 Hall Tennis Court #1	2014 Summer	Sat Jun 7-Sat Jun 28 1:30 PM-3:30 PM	Yes	4	12	24.00	0.00	0.00
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General Rate: 70.0000% of key fees

401 - Junior Team Tennis - Session 2 Hall Tennis Court #2	2014 Summer	Sat Jul 5-Sat Jul 26 1:30 PM-3:30 PM	Yes	4	12	24.00	0.00	0.00
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General Rate: 70.0000% of key fees

405 - Junior Team Tennis - Session 3 Hall Tennis Court #3	2014 Summer	Sat Aug 2-Sat Aug 23 1:30 PM-3:30 PM	Yes	4	12	24.00	0.00	0.00
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General Rate: 70.0000% of key fees

409 - Junior Team Tennis - Session 4 Hall Tennis Court #3	2014 Summer	Tue Jun 10-Thu Jul 3 4:00 PM-6:00 PM	Yes	4	24	48.00	0.00	0.00
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General Rate: 70.0000% of key fees

411 - Junior Team Tennis - Session 5 Hall Tennis Court #1	2014 Summer	Tue Jul 8-Thu Jul 31 4:00 PM-6:00 PM	Yes	4	24	48.00	0.00	0.00
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General Rate: 70.0000% of key fees

412 - Junior Team Tennis - Session 6 Hall Tennis Court #2	2014 Summer	Tue Aug 5-Thu Aug 28 4:00 PM-6:00 PM	Yes	4	24	48.00	0.00	0.00
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General Rate: 70.0000% of key fees

422 - Challengers/Novice - Session 1 Hall Tennis Court #3	2014 Summer	Sat Jun 7-Sat Jun 28 1:30 PM-3:00 PM	Yes	4	12	18.00	0.00	0.00
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General Rate: 70.0000% of key fees

431 - Challengers/Novice - Session 2 Hall Tennis Court #2	2014 Summer	Sat Jul 5-Sat Jul 26 1:30 PM-3:00 PM	Yes	4	12	18.00	0.00	0.00
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General Rate: 70.0000% of key fees

436 - Challengers/Novice - Session 3 Hall Tennis Court #1	2014 Summer	Sat Aug 2-Sat Aug 23 1:30 PM-3:00 PM	Yes	4	12	18.00	0.00	0.00
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General Rate: 70.0000% of key fees

Milpitas Recreation

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437 - Challengers/Novice - Session 4 Hall Tennis Court #1	2014 Summer	Tue Jun 10-Thu Jul 3 4:00 PM-5:30 PM	Yes	4	24	36.00	0.00	0.00
General Rate: 70.0000% of key fees								
438 - Challengers/Novice - Session 5 Hall Tennis Court #1	2014 Summer	Tue Jul 8-Thu Jul 31 4:00 PM-5:30 PM	Yes	4	24	36.00	0.00	0.00
General Rate: 70.0000% of key fees								
439 - Challengers/Novice - Session 6 Hall Tennis Court #3	2014 Summer	Tue Aug 5-Thu Aug 28 4:00 PM-5:30 PM	Yes	4	24	36.00	0.00	0.00
General Rate: 70.0000% of key fees								
440 - Satellites - Session 1 Hall Tennis Court #3	2014 Summer	Sat Jun 7-Sat Jun 28 12:30 PM-1:30 PM	Yes	4	12	12.00	0.00	0.00
General Rate: 70.0000% of key fees								
441 - Satellites - Session 2 Hall Tennis Court #1	2014 Summer	Sat Jul 5-Sat Jul 26 12:30 PM-1:30 PM	Yes	4	12	12.00	0.00	0.00
General Rate: 70.0000% of key fees								
442 - Satellites - Session 3 Hall Tennis Court #3	2014 Summer	Sat Aug 2-Sat Aug 23 12:30 PM-1:30 PM	Yes	4	12	12.00	0.00	0.00
General Rate: 70.0000% of key fees								
443 - Satellites - Session 4 Hall Tennis Court #1	2014 Summer	Mon Jun 9-Wed Jul 2 4:30 PM-5:30 PM	Yes	4	24	24.00	0.00	0.00
General Rate: 70.0000% of key fees								
444 - Satellites - Session 5 Hall Tennis Court #1	2014 Summer	Mon Jul 7-Wed Jul 30 4:30 PM-5:30 PM	Yes	4	24	24.00	0.00	0.00
General Rate: 70.0000% of key fees								
445 - Satellites - Session 6 Hall Tennis Court #1	2014 Summer	Mon Aug 11-Wed Sep 3 4:30 PM-5:30 PM	Yes	4	21	21.00	0.00	0.00
General Rate: 70.0000% of key fees								

Milpitas Recreation

457 E. Calaveras Blvd.
 Milpitas, CA, 95035
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446 - Adult Basic Tennis - Session 2014 Sat Jun 7-Sat Jun 28 Yes 4 12 18.00 0.00 0.00
 1 Summer 10:00 AM-11:30 AM
 Hall Tennis Court #2

General Rate: 70.0000% of key fees

447 - Adult Basic Tennis - Session 2014 Sat Jul 5-Sat Jul 26 Yes 4 12 18.00 0.00 0.00
 2 Summer 10:00 AM-11:30 AM
 Hall Tennis Court #2

General Rate: 70.0000% of key fees

448 - Adult Basic Tennis - Session 2014 Sat Aug 2-Sat Aug 23 Yes 4 12 18.00 0.00 0.00
 3 Summer 10:00 AM-11:30 AM
 Hall Tennis Court #3

General Rate: 70.0000% of key fees

449 - Adult Basic Tennis - Session 2014 Wed Jun 11-Wed Jul 2 Yes 4 12 18.00 0.00 0.00
 4 Summer 7:00 PM-8:30 PM
 Hall Tennis Court #1

General Rate: 70.0000% of key fees

450 - Adult Basic Tennis - Session 2014 Wed Jul 9-Wed Jul 30 Yes 4 12 18.00 0.00 0.00
 5 Summer 7:00 PM-8:30 PM
 Hall Tennis Court #3

General Rate: 70.0000% of key fees

451 - Adult Basic Tennis - Session 2014 Wed Aug 6-Wed Aug 27 Yes 4 12 18.00 0.00 0.00
 6 Summer 7:00 PM-8:30 PM
 Hall Tennis Court #3

General Rate: 70.0000% of key fees

794 - Stars Tennis Camp 2014 Mon Jun 9-Fri Aug 1 Yes 0 0 0.00 0.00 0.00
 Hall Tennis Court #1 Summer 9:00 AM-12:00 PM

General Rate: 70.0000% of key fees

795 - Stars Tennis Camp Session 2014 Mon Jun 9-Fri Jun 13 Yes 0 0 0.00 0.00 0.00
 1 Summer 9:00 AM-12:00 PM

General Rate: 70.0000% of key fees

796 - Stars Tennis Camp Session 2014 Mon Jun 16-Fri Jun 20 Yes 0 0 0.00 0.00 0.00
 2 Summer 9:00 AM-12:00 PM
 Hall Tennis Court #1

General Rate: 70.0000% of key fees

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797 - Stars Tennis Camp Session 3	2014 Summer	Mon Jun 23-Fri Jun 27 9:00 AM-12:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
798 - Stars Tennis Camp Session 4	2014 Summer	Mon Jun 30-Thu Jul 3 9:00 AM-12:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
799 - Stars Tennis Camp Session 5	2014 Summer	Mon Jul 7-Fri Jul 11 9:00 AM-12:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
800 - Stars Tennis Camp Session 6	2014 Summer	Mon Jul 14-Fri Jul 18 9:00 AM-12:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
801 - Stars Tennis Camp Session 7	2014 Summer	Mon Jul 21-Fri Jul 25 9:00 AM-12:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
802 - Stars Tennis Camp Session 8	2014 Summer	Mon Jul 28-Fri Aug 1 9:00 AM-12:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								

Milpitas Recreation

457 E. Calaveras Blvd.
 Milpitas, CA, 95035
 (408) 586-3210

Instructor

Communication Academy
 Attention: Jackson Chow
 7337 Bollinger Road #E
 Cupertino CA 95014

Instructor ID:
SSN:
Home Phone:

Letter of Agreement

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
630 - Pre-Public Speaking Club: Confident Self MCC Small Meeting Room	2014 Summer		Mon Jun 9-Fri Aug 15 1:00 PM-3:30 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees										
631 - Pre-Public Speaking Club: Session 1 MCC Small Meeting Room	2014 Summer		Mon Jun 9-Fri Jun 13 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
General Rate: 70.0000% of key fees										
632 - Pre-Public Speaking Club: session 2 MCC Small Meeting Room	2014 Summer		Mon Aug 11-Fri Aug 15 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
General Rate: 70.0000% of key fees										
633 - Public Speaking Club: Creative Interpretation MCC Small Meeting Room	2014 Summer		Mon Jul 28-Fri Aug 8 1:00 PM-3:30 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees										
634 - Public Speaking Club: Session 1 MCC Small Meeting Room	2014 Summer		Mon Jul 28-Fri Aug 1 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
General Rate: 70.0000% of key fees										

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636 - Public Speaking Club: 2014 Mon Aug 4-Fri Aug 8 Yes 1 5 12.50 0.00 0.00
 Session 2 Summer 1:00 PM-3:30 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

640 - Math Olympiad & Enrichment 2014 Mon Jul 21-Fri Jul 25 Yes 0 0 0.00 0.00 0.00
 MCC Small Meeting Summer 9:30 AM-12:00 PM
 Room

General Rate: 70.0000% of key fees

642 - Math Olympiad & 2014 Mon Jul 21-Fri Jul 25 Yes 1 5 12.50 0.00 0.00
 Enrichment: Session 1 Summer 9:30 AM-12:00 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

643 - Math Olympiad & 2014 Mon Jul 21-Fri Jul 25 Yes 1 5 12.50 0.00 0.00
 Enrichment: Session 2 Summer 1:00 PM-3:30 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

644 - Comm Core Writing: 2014 Mon Jul 28-Fri Aug 15 Yes 0 0 0.00 0.00 0.00
 Persuasive Journalism Summer 9:30 AM-12:00 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

645 - Comm Core Writing: 2014 Mon Jul 28-Fri Aug 1 Yes 1 5 12.50 0.00 0.00
 Persuasive Journalism: Ses 1 Summer 9:30 AM-12:00 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

646 - Comm Core Writing: 2014 Mon Aug 4-Fri Aug 8 Yes 1 5 12.50 0.00 0.00
 Persuasive Journalism: Ses 2 Summer 9:30 AM-12:00 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

647 - Comm Core Writing: 2014 Mon Aug 11-Fri Aug 15 Yes 1 5 12.50 0.00 0.00
 Persuasive Journalism - Ses 3 Summer 9:30 AM-12:00 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

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649 - Common Core Reading: 2014 Mon Jun 9-Fri Jul 25 Yes 0 0 0.00 0.00 0.00
 Book Club Summer 9:30 AM-12:00 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

650 - Common Core Reading: 2014 Mon Jun 9-Fri Jun 13 Yes 1 5 12.50 0.00 0.00
 Book Club: Session 1 Summer 9:30 AM-12:00 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

651 - Common Core Reading: 2014 Mon Jul 21-Fri Jul 25 Yes 1 5 12.50 0.00 0.00
 Book Club: Session 2 Summer 9:30 AM-12:00 PM
 MCC Large Meeting
 Room

General Rate: 70.0000% of key fees

665 - Comm Core Combination 2014 Mon Jun 9-Fri Aug 15 Yes 0 0 0.00 0.00 0.00
 Camps Summer 9:30 AM-4:00 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

666 - Common Core Writing & 2014 Mon Aug 11-Fri Aug 15 Yes 1 5 30.00 0.00 0.00
 Public Speaking - Session 1 Summer 9:30 AM-3:30 PM
 MCC Large Meeting
 Room

General Rate: 70.0000% of key fees

667 - Common Core Writing & 2014 Mon Jul 28-Fri Aug 1 Yes 1 5 30.00 0.00 0.00
 Public Speaking - Session 2 Summer 9:30 AM-3:30 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

668 - Common Core Writing & 2014 Mon Aug 4-Fri Aug 8 Yes 1 5 30.00 0.00 0.00
 Public Speaking - Session 3 Summer 9:30 AM-3:30 PM
 MCC Small Meeting
 Room

General Rate: 70.0000% of key fees

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669 - Common Core Reading & Olympiad Math MCC Large Meeting Room	2014 Summer	Mon Jul 21-Fri Jul 25 9:30 AM-3:30 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 70.0000% of key fees

670 - Common Core Reading & Public Speaking MCC Small Meeting Room	2014 Summer	Mon Jun 9-Fri Jun 13 9:30 AM-3:30 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 70.0000% of key fees

Milpitas Recreation

457 E. Calaveras Blvd.
 Milpitas, CA, 95035
 (408) 586-3210

Instructor

Irene Saxe
 241 Barbara Dr
 Los Gatos CA 95032

Instructor ID:
SSN:
Home Phone: (408) 813-3043

Letter of Agreement

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
129 - Music Together MCC Large Meeting Room	2014 Summer		Tue Jun 10-Sat Aug 23 9:30 AM-12:15 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 0.7000% of key fees										
140 - Music Together: Session 1 MCC Large Meeting Room	2014 Summer		Tue Jun 10-Tue Aug 19 9:30 AM-10:15 AM	Yes		10	10	7.50	0.00	0.00
General Rate: 0.7000% of key fees										
147 - Music Together: Session 2 MCC Large Meeting Room	2014 Summer		Tue Jun 10-Tue Aug 19 10:30 AM-11:15 AM	Yes		10	10	7.50	0.00	0.00
General Rate: 0.7000% of key fees										
162 - Music Together: Session 3 MCC Large Meeting Room	2014 Summer		Tue Jun 10-Tue Aug 19 11:30 AM-12:15 PM	Yes		10	10	7.50	0.00	0.00
General Rate: 0.7000% of key fees										
170 - Music Together: Session 4 MCC Large Meeting Room	2014 Summer		Wed Jun 11-Wed Aug 20 5:30 PM-6:15 PM	Yes		10	10	7.50	0.00	0.00
General Rate: 0.7000% of key fees										
175 - Music Together: Session 5 MCC Large Meeting Room	2014 Summer		Wed Jun 11-Wed Aug 20 6:30 PM-7:15 PM	Yes		10	10	7.50	0.00	0.00
General Rate: 0.7000% of key fees										

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197 - Music Together: Session 6 MCC Large Meeting Room	2014 Summer	Sat Jun 14-Sat Aug 23 10:00 AM-10:45 AM	Yes	10	10	7.50	0.00	0.00
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General Rate: 0.7000% of key fees

202 - Music Together: Session 7 MCC Large Meeting Room	2014 Summer	Sat Jun 14-Sat Aug 23 11:00 AM-11:45 AM	Yes	10	10	7.50	0.00	0.00
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General Rate: 0.7000% of key fees

233 - Ukulele MCC Large Meeting Room	2014 Summer	Thu Jun 19-Thu Aug 7 5:30 PM-8:15 PM	Yes	0	0	0.00	0.00	0.00
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General Rate: 0.7000% of key fees

256 - Ukulele for Parent & Child MCC Large Meeting Room	2014 Summer	Thu Jun 19-Thu Aug 7 5:30 PM-6:15 PM	Yes	7	7	5.25	0.00	0.00
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General Rate: 0.7000% of key fees

258 - Ukulele for Parent & Preschooler MCC Large Meeting Room	2014 Summer	Thu Jun 19-Thu Aug 7 6:30 PM-7:15 PM	Yes	7	7	5.25	0.00	0.00
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General Rate: 0.7000% of key fees

265 - Ukulele for Fun MCC Large Meeting Room	2014 Summer	Thu Jun 19-Thu Aug 7 7:30 PM-8:15 PM	Yes	7	7	5.25	0.00	0.00
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General Rate: 0.7000% of key fees

Milpitas Recreation

457 E. Calaveras Blvd.
 Milpitas, CA, 95035
 (408) 586-3210

Instructor

Jensen School Performing Arts

Attn: Patty Jensen
 1491 N. Milpitas Blvd
 Milpitas CA 95035

Instructor ID:

SSN:

Home Phone:

Letter of Agreement

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
348 - Dance	2014 Summer		Tue Jun 3-Fri Aug 1 4:00 PM-4:45 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 0.7500% of key fees										
350 - Ballet & Tap Combo Session 1	2014 Summer		Tue Jun 3-Tue Jun 24 6:00 PM-6:45 PM	Yes		4	4	3.00	0.00	0.00
General Rate: 0.7500% of key fees										
354 - Ballet & Tap Combo Session 2	2014 Summer		Wed Jun 4-Wed Jun 25 4:15 PM-5:00 PM	Yes		4	4	3.00	0.00	0.00
General Rate: 0.7500% of key fees										
355 - Talented Tots	2014 Summer		Tue Jun 3-Tue Jun 24 4:30 PM-5:15 PM	Yes		4	4	3.00	0.00	0.00
General Rate: 0.7500% of key fees										
361 - Ballet Level 1 Session 1	2014 Summer		Tue Jun 3-Tue Jun 24 4:00 PM-4:45 PM	Yes		4	4	3.00	0.00	0.00
General Rate: 0.7500% of key fees										
366 - Ballet Level 1 Session 2	2014 Summer		Tue Jul 8-Tue Jul 29 4:15 PM-5:00 PM	Yes		4	4	3.00	0.00	0.00
General Rate: 0.7500% of key fees										
375 - Adult Ball Room Dancing	2014 Summer		Fri Jun 6-Fri Jul 11 7:30 PM-8:30 PM	Yes		5	5	5.00	0.00	0.00
General Rate: 0.7500% of key fees										

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400 - Gymnastics	2014 Summer	Thu Jun 5-Thu Jul 31 4:15 PM-5:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 0.7500% of key fees								
404 - Gymsters Session 1	2014 Summer	Thu Jun 5-Thu Jun 26 4:15 PM-5:00 PM	Yes	4	4	3.00	0.00	0.00
General Rate: 0.7500% of key fees								
407 - Gymsters Session 2	2014 Summer	Thu Jul 10-Thu Jul 31 4:15 PM-5:00 PM	Yes	4	4	3.00	0.00	0.00
General Rate: 0.7500% of key fees								
408 - Floor Gym Session 1	2014 Summer	Thu Jun 5-Thu Jun 26 5:00 PM-5:45 PM	Yes	4	4	3.00	0.00	0.00
General Rate: 0.7500% of key fees								
410 - Floor Gym Session 2	2014 Summer	Thu Jul 10-Thu Jul 31 5:00 PM-5:45 PM	Yes	4	4	3.00	0.00	0.00
General Rate: 0.7500% of key fees								
413 - Dance Camps	2014 Summer	Mon Jun 16-Fri Jun 20 1:00 PM-2:30 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 0.7500% of key fees								
414 - Mini Campers	2014 Summer	Mon Jun 16-Fri Jun 20 2:30 PM-3:30 PM	Yes	1	5	5.00	0.00	0.00
General Rate: 0.7500% of key fees								
415 - Young Campers	2014 Summer	Mon Jun 16-Fri Jun 20 2:30 PM-3:30 PM	Yes	1	5	5.00	0.00	0.00
General Rate: 0.7500% of key fees								
416 - Junior Campers	2014 Summer	Mon Jun 16-Fri Jun 20 1:00 PM-2:30 PM	Yes	1	5	7.50	0.00	0.00
General Rate: 0.7500% of key fees								
417 - Senior Campers	2014 Summer	Mon Jun 16-Fri Jun 20 1:00 PM-2:30 PM	Yes	1	5	7.50	0.00	0.00
General Rate: 0.7500% of key fees								

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418 - Mini Fairies	2014 Summer	Mon Jul 14-Fri Jul 18 1:00 PM-2:00 PM	Yes	1	5	5.00	0.00	0.00
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General Rate: 0.7500% of key fees

419 - Young Fairies	2014 Summer	Mon Jul 14-Fri Jul 18 2:00 PM-3:30 PM	Yes	1	5	7.50	0.00	0.00
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General Rate: 0.7500% of key fees

Milpitas Recreation

457 E. Calaveras Blvd.
 Milpitas, CA, 95035
 (408) 586-3210

Instructor

Mad Science Of Bay Area
 Susan Crawford
 41324 Christy Street
 Fremont CA 94538

Instructor ID:
SSN:
Home Phone: (408) 262-5437

Letter of Agreement

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es).

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
108 - Science Camps Adobe Building	2014 Summer		Mon Jun 16-Fri Aug 8 9:00 AM-4:00 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees										
119 - Spy Academy Adobe Building	2014 Summer		Mon Jun 16-Fri Jun 20 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 70.0000% of key fees										
128 - Wacky Robots & Widgets Adobe Building	2014 Summer		Mon Jun 23-Fri Jun 27 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 70.0000% of key fees										
155 - Fizz-ical Phenomena & Che-mystery Adobe Building	2014 Summer		Mon Jun 30-Thu Jul 3 9:00 AM-3:00 PM	Yes		1	4	24.00	0.00	0.00
General Rate: 70.0000% of key fees										
184 - Little Green Thumbs Adobe Building	2014 Summer		Mon Jul 7-Fri Jul 11 9:00 AM-12:00 PM	Yes		1	5	15.00	0.00	0.00
General Rate: 70.0000% of key fees										
201 - NASA: Journey Into Outer Space Adobe Building	2014 Summer		Mon Jul 7-Fri Jul 11 1:00 PM-4:00 PM	Yes		1	5	15.00	0.00	0.00
General Rate: 70.0000% of key fees										
214 - Camp Inventionation Adobe Building	2014 Summer		Mon Jul 14-Fri Jul 18 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 70.0000% of key fees										

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228 - Nature's Anatomy Academy Adobe Building	2014 Summer	Mon Jul 21-Fri Jul 25 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 70.0000% of key fees

238 - Reactions In Action Adobe Building	2014 Summer	Mon Jul 28-Fri Aug 1 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 70.0000% of key fees

245 - Jet Cadets Adobe Building	2014 Summer	Mon Aug 4-Fri Aug 8 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 70.0000% of key fees

Milpitas Recreation

457 E. Calaveras Blvd.
 Milpitas, CA, 95035
 (408) 586-3210

Instructor

Noteworthy Music
 1220 Tasman Dr #457
 Sunnyvale CA 94089

Instructor ID:
SSN:
Home Phone: (408) 734-4211

Letter of Agreement

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
473 - Keyboards MSRC Classroom 146	2014 Summer		Thu Jun 5-Fri Aug 29 3:30 PM-4:15 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 72.0000% of key fees										
474 - Keyboards Level 1 - Session 1 MSRC Classroom 146	2014 Summer		Thu Jun 5-Thu Jul 10 3:30 PM-4:15 PM	Yes		6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees										
475 - Keyboards Level 1 - Session 2 MSRC Classroom 146	2014 Summer		Thu Jul 24-Thu Aug 28 3:30 PM-4:15 PM	Yes		6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees										
476 - Keyboards Level 1 - Session 3 MSRC Classroom 146	2014 Summer		Fri Jun 6-Fri Jul 18 4:20 PM-5:05 PM	Yes		6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees										
477 - Keyboards Level 1 - Session 4 MSRC Classroom 146	2014 Summer		Fri Aug 1-Fri Aug 29 4:20 PM-5:05 PM	Yes		5	5	3.75	0.00	0.00
General Rate: 72.0000% of key fees										
478 - Keyboards Level 1 - Session 5 MSRC Classroom 146	2014 Summer		Sat Jun 7-Sat Jul 19 11:30 AM-12:15 PM	Yes		6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees										

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479 - Keyboards Level 1 - Session 6	2014 Summer	Sat Aug 2-Sat Aug 30 11:30 AM-12:15 PM	Yes	5	5	3.75	0.00	0.00
MSRC Classroom 146								
General Rate:		72.0000% of key fees						
480 - Keyboards Level 2 & Up - Session 1	2014 Summer	Thu Jun 5-Thu Jul 10 4:20 PM-5:05 PM	Yes	6	6	4.50	0.00	0.00
MSRC Classroom 146								
General Rate:		72.0000% of key fees						
481 - Keyboards Level 2 & Up - Session 2	2014 Summer	Thu Jun 5-Thu Jul 10 5:10 PM-5:55 PM	Yes	6	6	4.50	0.00	0.00
MSRC Classroom 146								
General Rate:		72.0000% of key fees						
482 - Keyboards Level 2 & Up - Session 3	2014 Summer	Thu Jun 5-Thu Jul 10 6:00 PM-6:45 PM	Yes	6	6	4.50	0.00	0.00
MSRC Classroom 146								
General Rate:		72.0000% of key fees						
483 - Keyboards Level 2 & Up - Session 4	2014 Summer	Thu Jul 24-Thu Aug 28 4:20 PM-5:05 PM	Yes	6	6	4.50	0.00	0.00
MSRC Classroom 146								
General Rate:		72.0000% of key fees						
484 - Keyboards Level 2 & Up - Session 5	2014 Summer	Thu Jul 24-Thu Aug 28 5:10 PM-5:55 PM	Yes	6	6	4.50	0.00	0.00
MSRC Classroom 146								
General Rate:		72.0000% of key fees						
486 - Keyboards Level 2 & Up - Session 6	2014 Summer	Thu Jul 24-Thu Aug 28 6:00 PM-6:45 PM	Yes	6	6	4.50	0.00	0.00
MSRC Classroom 146								
General Rate:		72.0000% of key fees						
487 - Keyboards Level 2 & Up - Session 7	2014 Summer	Fri Jun 6-Fri Jul 18 3:30 PM-4:15 PM	Yes	6	6	4.50	0.00	0.00
MSRC Classroom 146								
General Rate:		72.0000% of key fees						
488 - Keyboards Level 2 & Up - Session 8	2014 Summer	Fri Jun 6-Fri Jul 18 5:10 PM-5:55 PM	Yes	6	6	4.50	0.00	0.00
MSRC Classroom 146								
General Rate:		72.0000% of key fees						

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489 - Keyboards Level 2 & Up - Session 9 MSRC Classroom 146	2014 Summer	Fri Jun 6-Fri Jul 18 6:00 PM-6:45 PM	Yes	6	6	4.50	0.00	0.00
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General Rate: 72.0000% of key fees

490 - Keyboards Level 2 & Up - Session 10 MSRC Classroom 146	2014 Summer	Fri Aug 1-Fri Aug 29 3:30 PM-4:15 PM	Yes	5	5	3.75	0.00	0.00
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General Rate: 72.0000% of key fees

491 - Keyboards Level 2 & Up - Session 11 MSRC Classroom 146	2014 Summer	Fri Aug 1-Fri Aug 29 5:10 PM-5:55 PM	Yes	5	5	3.75	0.00	0.00
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General Rate: 72.0000% of key fees

492 - Keyboards Level 2 & Up - Session 12 MSRC Classroom 146	2014 Summer	Fri Aug 1-Fri Aug 29 6:00 PM-6:45 PM	Yes	5	5	3.75	0.00	0.00
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General Rate: 72.0000% of key fees

493 - Keyboards Level 2 & Up - Session 13 MSRC Classroom 146	2014 Summer	Sat Jun 7-Sat Jul 19 10:40 AM-11:25 AM	Yes	6	6	4.50	0.00	0.00
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General Rate: 72.0000% of key fees

494 - Keyboards Level 2 & Up - Session 14 MSRC Classroom 146	2014 Summer	Sat Aug 2-Sat Aug 30 10:40 AM-11:25 AM	Yes	5	5	3.75	0.00	0.00
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General Rate: 72.0000% of key fees

495 - Keyboards Lvl 2 Semi Private MSRC Classroom 146	2014 Summer	Fri Jun 6-Fri Aug 29 6:45 PM-7:30 PM	Yes	0	0	0.00	0.00	0.00
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General Rate: 72.0000% of key fees

496 - Keyboards Lvl 2 Semi Private - Session 1 MSRC Classroom 146	2014 Summer	Fri Jun 6-Fri Jul 18 6:45 PM-7:30 PM	Yes	6	6	4.50	0.00	0.00
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General Rate: 72.0000% of key fees

497 - Keyboards Lvl 2 Semi Private - Session 2 MSRC Classroom 146	2014 Summer	Fri Aug 1-Fri Aug 29 6:45 PM-7:30 PM	Yes	5	5	3.75	0.00	0.00
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General Rate: 72.0000% of key fees

Milpitas Recreation

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498 - Beethoven Beginners - Session 1 MSRC Classroom 146	2014 Summer	Sat Jun 7-Sat Jul 19 9:00 AM-9:45 AM	Yes	6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees								
499 - Beethoven Beginners - Session 2 MSRC Classroom 146	2014 Summer	Sat Aug 2-Sat Aug 30 9:00 AM-9:45 AM	Yes	5	5	3.75	0.00	0.00
General Rate: 72.0000% of key fees								
500 - Mozart Masters - Session 1 MSRC Classroom 146	2014 Summer	Sat Jun 7-Sat Jul 19 9:45 AM-10:30 AM	Yes	6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees								
501 - Mozart Masters - Session 2 MSRC Classroom 146	2014 Summer	Sat Aug 2-Sat Aug 30 9:45 AM-10:30 AM	Yes	5	5	3.75	0.00	0.00
General Rate: 72.0000% of key fees								
502 - Guitar MSRC Classroom 146	2014 Summer	Wed Jun 4-Wed Jul 9 3:45 PM-4:30 PM	Yes	6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees								
505 - Guitar Level 1 - Session 1 MSRC Classroom 146	2014 Summer	Wed Jun 4-Wed Jul 9 3:45 PM-4:30 PM	Yes	6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees								
506 - Guitar Level 1 - Session 2 MSRC Classroom 146	2014 Summer	Wed Jul 23-Wed Aug 27 3:45 PM-4:30 PM	Yes	6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees								
507 - Guitar Level 2 - Session 1 MSRC Classroom 146	2014 Summer	Wed Jun 4-Wed Jul 9 4:30 PM-5:15 PM	Yes	6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees								
508 - Guitar Level 2 - Session 2 MSRC Classroom 146	2014 Summer	Wed Jun 4-Wed Jul 9 5:15 PM-6:00 PM	Yes	6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees								
509 - Guitar Level 2 - Session 3 MSRC Classroom 146	2014 Summer	Wed Jul 23-Wed Aug 27 4:30 PM-5:15 PM	Yes	6	6	4.50	0.00	0.00
General Rate: 72.0000% of key fees								

Milpitas Recreation

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510 - Guitar Level 2 - Session 4	2014	Wed Jul 23-Wed Aug 27	Yes	6	6	4.50	0.00	0.00
MSRC Classroom 146	Summer	5:15 PM-6:00 PM						

General Rate: 72.0000% of key fees

Milpitas Recreation

457 E. Calaveras Blvd.
 Milpitas, CA, 95035
 (408) 586-3210

Instructor

South Bay Scholars
 Attn: Jeannette K. Bumagat
 296 N. Abbott Ave.
 Milpitas CA 95035

Instructor ID:
SSN:
Home Phone: (408) 688-1995

Letter of Agreement

This agreement calls for you to teach the following activities:

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
103 - SBS Basketball Camp MSC Gymnasium	2014 Summer		Mon Jun 16-Fri Aug 1 9:00 AM-3:00 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 0.6500% of key fees										
106 - SBS Basketball Camp Grade 3/4-Session 1 MSC Gymnasium	2014 Summer		Mon Jun 16-Fri Jun 20 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees										
110 - SBS Basketball Camp Grade 3/4-Session 2 MSC Gymnasium	2014 Summer		Mon Jun 23-Thu Jun 26 9:00 AM-3:00 PM	Yes		1	4	24.00	0.00	0.00
General Rate: 0.6500% of key fees										
112 - SBS Basketball Camp Grade 3/4-Session 3 MSC Gymnasium	2014 Summer		Mon Jul 7-Fri Jul 11 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees										
114 - SBS Basketball Camp Grade 3/4-Session 4 MSC Gymnasium	2014 Summer		Mon Jul 14-Fri Jul 18 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees										
117 - SBS Basketball Camp Grade 3/4-Session 5 MSC Gymnasium	2014 Summer		Mon Jul 21-Fri Jul 25 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees										
118 - SBS Basketball Camp Grade 3/4-Session 6 MSC Gymnasium	2014 Summer		Mon Jul 28-Fri Aug 1 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees										

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120 - SBS Basketball Camp 5/6-Session 1 MSC Gymnasium	Grade 2014 Summer	Mon Jun 16-Fri Jun 20 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees								
122 - SBS Basketball Camp 5/6-Session 2 MSC Gymnasium	Grade 2014 Summer	Mon Jun 23-Thu Jun 26 9:00 AM-3:00 PM	Yes	1	4	24.00	0.00	0.00
General Rate: 0.6500% of key fees								
135 - SBS Basketball Camp 5/6-Session 3 MSC Gymnasium	Grade 2014 Summer	Mon Jul 7-Fri Jul 11 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees								
138 - SBS Basketball Camp 5/6-Session 4 MSC Gymnasium	Grade 2014 Summer	Mon Jul 14-Fri Jul 18 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees								
142 - SBS Basketball Camp 5/6-Session 5 MSC Gymnasium	Grade 2014 Summer	Mon Jul 21-Fri Jul 25 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees								
145 - SBS Basketball Camp 5/6-Session 6 MSC Gymnasium	Grade 2014 Summer	Mon Jul 28-Fri Aug 1 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees								
146 - SBS Basketball Camp 7/8-Session 1 MSC Gymnasium	Grade 2014 Summer	Mon Jun 16-Fri Jun 20 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees								
152 - SBS Basketball Camp 7/8-Session 2 MSC Gymnasium	Grade 2014 Summer	Mon Jun 23-Thu Jun 26 9:00 AM-3:00 PM	Yes	1	4	24.00	0.00	0.00
General Rate: 0.6500% of key fees								
156 - SBS Basketball Camp 7/8-Session 3 MSC Gymnasium	Grade 2014 Summer	Mon Jul 7-Fri Jul 11 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 0.6500% of key fees								

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157 - SBS Basketball Camp Grade 2014 7/8-Session 4 MSC Gymnasium	Summer	Mon Jul 14-Fri Jul 18 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 0.6500% of key fees

163 - SBS Basketball Camp Grade 2014 7/8-Session 5 MSC Gymnasium	Summer	Mon Jul 21-Fri Jul 25 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 0.6500% of key fees

167 - SBS Basketball Camp Grade 2014 7/8-Session 6 MSC Gymnasium	Summer	Mon Jul 28-Fri Aug 1 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 0.6500% of key fees