



CONTRACT FOR YOGA SERVICES

This contract is made by and between the Friends of _____, a chapter of the Pennsylvania Parks and Forests Foundation (PPFF) (the "Venue Provider") and the service provider listed below (the "Service Provider") for yoga sessions as set forth below (the "Engagement").

Venue Provider's Contact Information:

Contact Name: _____

Company Name: _____

Address: _____

City: _____ **State:** _____ PA _____ **Zip Code:** _____

Telephone: _____ **Email:** _____

Service Provider's Contact Information:

Contact Name: _____

Address: _____

City: _____ **State:** _____ PA _____ **Zip Code:** _____

Telephone: _____ **Email:** _____

SSN/EIN: _____

Time, Date, Length and Place of Engagement:

Venue Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Service Dates and Description. Service Provider will instruct all-level yoga classes taught at a beginner level/pace at the venue above on a schedule as follows:

Compensation to be Paid. The Service Provider shall receive the following as compensation for the Engagement:

Should a session be canceled by the Service Provider that does not meet the cancellation policy set forth below, no payment will be made for that date. If a substitute teacher is used, substitute will be considered a subcontractor to the Service Provider; Service Provider will have the responsibility of compensating subcontractor.

Liability Insurance. The Service Provider and all subcontractors of the Service Provider must maintain for the duration of this contract general liability insurance for yoga instruction. Friends of _____, Pennsylvania Parks and Forests Foundation, and the Department of Conservation and Natural Resources (DCNR) must be named as insureds on the certificate of insurance, which will be provided to the Service Provider and PPFF prior to the first class.

The Comprehensive General Liability Policy must contain a limit of not less than \$500,000 per occurrence and \$1,000,000 per aggregate insuring against PPFF/DCNR from property damage and bodily injury. PPFF and the Department of Conservation and Natural Resources shall be named on the insurance policy as an additional insured and certificate holder during the term of this Agreement. Such insurance shall be non-cancelable, and

- a. Policies shall be on an “occurrence” basis. Claims-made policies are not acceptable. All premiums shall be at the expense of the Service Provider.
- b. In the event that the term of the insurance policy expires prior to the term of this Agreement, the Service Provider or its contractors or subcontractors shall renew said insurance so that there is no lapse in coverage and shall promptly forward a certificate of insurance to PPFF.

Indemnification. The Service Provider shall hold PPFF and the Commonwealth of Pennsylvania harmless from and indemnify PPFF and the Commonwealth against and shall cause its contractors or subcontractors to hold the PPFF and the Commonwealth harmless from and indemnify PPFF and the Commonwealth against any and all third-party claims, demands and actions based upon or arising from the yoga classes.

Workers' Compensation Insurance. The Service Provider shall maintain or shall require that its contractors and subcontractors maintain Workers' Compensation Insurance for all of its employees and those of its contractors and subcontractors in accordance with the Pennsylvania Workers' Compensation Act.

Any issues arising with the class will be presented to the Chair of the Board of Directors of the Friends of _____ immediately. Should an injury occur in the class, the Service Provider will work with the Chair of the Friends of _____ to complete a PPFF incident report.

Photography and Videography. Any photography and videography that occurs during the class requires permission from the attendees to be photographed and allow the photographs to be used by the Service Provider or the Venue Provider.

Collection of Donations and Liability Waiver. The Service Provider will have each yoga session attendee sign in on the liability waiver form and include full name and contact information before permitting them to participate in the yoga session. The Service Provider will collect all donations from yoga session participants and place the donations and signed waiver sheet in the provided envelope. The sealed envelope will be placed in the Friends of _____ payment box at the end of every session. Participants donating by check are to be instructed to write the check to: Pennsylvania Parks and Forests Foundation/ Friends of _____, placing "yoga" in the memo line.

Inclement weather. In the event of inclement weather:

Cancellation. Should either party have cause to cancel the service, notice shall be given to the other in writing no fewer than fourteen (14) days prior to the Engagement. Any notice of cancellation given by Venue Provider less than fourteen (14) days prior to a yoga session will require full payment by Venue Provider to Service Provider as described above. Any notice of cancellation given by Service Provider to the Venue Provider less than fourteen (14) days prior to the yoga session will result in no payment for that session. Any obligation to make payment upon cancellation may be waived by either party in the event a substitute instructor can be arranged to the parties' mutual satisfaction.

Independent Contractor. It is agreed that the Service Provider signs this Contract as an independent contractor and not as an employee of the Venue Provider.

Assignment. Service Provider acknowledges that it may not assign any of its rights or delegate any of its duties or obligations under this Contract.

Invalid Provision. If for any reason any section, subsection or any portion of this Contract shall be invalid or unenforceable, it is agreed that the same shall not be held to affect the validity or enforceability of any other section or subsection or portion thereof.

Governing Law. This Contract shall in all respects be interpreted, enforced and governed under the laws of Pennsylvania, including its conflicts of law provisions. The language of this Contract shall in all cases be construed as a whole, according to fair meaning, and not strictly for or against either of the parties.

Entirety of Agreement. This Contract constitutes the entire agreement between the Venue Provider and the Service Provider with respect to the services provided. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth or provided herein. Neither party shall be bound by terms of this Contract in the event of accidents, strikes, riots, epidemics, or “acts of God”.

Promotion and Advertisement. Venue Provider shall be responsible for all matters pertaining to the promotion and production of the yoga sessions, security and advertising. Venue Provider agrees to reasonably promote the yoga sessions through the usual course of promotion and advertising. Service Provider is likewise encouraged to promote the yoga sessions in any of its advertising or promotional materials.

IN WITNESS WHEREOF, the parties have executed this Contract on the respective dates shown by their signatures.

VENUE PROVIDER:

(Date) By: _____,
_____, Chair

SERVICE PROVIDER:

(Date) By: _____
