

# AGREEMENT FOR YOGA INSTRUCTOR SERVICES

**THIS AGREEMENT FOR YOGA INSTRUCTOR SERVICES** ("Agreement") is made and entered into this the \_\_\_\_ day of \_\_\_\_\_ 2025, between the Village of Marvin ("Village") and Linda Parker ("Instructor") (Village and Instructor are hereafter referred to as the "Parties").

**WHEREAS**, the Village needs part-time services for yoga or similar exercise classes coordinated and sponsored by the Village; and

**WHEREAS**, Instructor wishes to provide such services for the Village in accordance with this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Provision of Services.** Instructor shall provide the yoga and/or related exercise instructor services for the Village at Village Hall ("Services"). The Parties intend to schedule classes once a week on Friday mornings but may mutually agree on other times. Instructor will only work the classes as requested by the Village and nothing contained herein shall require weekly classes.
2. **Term.** The initial term of this Agreement is from August 1, 2025 through December 31, 2025. After the initial term, the Agreement shall continue on a month-to-month basis until either party provides at least ten (10) days of nonrenewal. This Agreement may also be terminated by either party for any reason upon providing at least ten (10) days written notice to the other party.
3. **Payment.** The Village shall pay Instructor for the Services the sum of \$50.00 per class ("Fee"). The Fee includes all costs and expenses of the Services.
4. **Qualifications.** Instructor certifies that she is sufficiently trained and physically fit to provide the Services.
5. **Independent Contractor Status.** The Parties hereby agree that Instructor is an Independent Contractor of Village and that nothing in this Agreement shall be deemed to place the Parties in the relationship of employer/employee, partners, or joint venturers. Neither Party shall have the right to obligate or bind the other in any manner. Each Party agrees and acknowledges that it will not

hold itself out as an authorized agent with the power to bind the other Party in any manner. The Village is not withholding and Instructor shall be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to activities in relation to performance of the obligations under this Agreement.

6. **No Subcontractors or Assignment.** Instructor hereby agrees that Instructor shall not delegate, subcontract or assign all or any portion of the Services to any third party without the express written consent of Village.
7. **Indemnification.** Instructor agrees to and shall indemnify and hold the Village harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by the Village, arising from Instructor's willful or negligent performance of the Services under this Agreement.
8. **Entire Agreement; Modification.** Except as otherwise provided herein, this Agreement shall constitute the entire and full agreement and understanding between Instructor and the Village, and shall supersede all prior and/or contemporaneous agreements, understandings and discussions between them, written and/or oral, all of which shall be deemed merged into this Agreement and shall be of no further force and effect. No change, amendment or modification of this Agreement shall be made unless agreed to in writing by both Instructor and the Village.

**IN WITNESS WHEREOF,** Instructor and the Village have caused their respective names to be subscribed hereto, all on the date set forth below.

VILLAGE OF MARVIN

By: \_\_\_\_\_

\_\_\_\_\_  
Linda Parker

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Village Finance Officer

\_\_\_\_\_  
Date