

## Park Caretaker Agreement.

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by the Egelston Township Board of Trustees, Muskegon County, Michigan, herein after referred to as the "Board" and \_\_\_\_\_, an independent contractor herein after referred to as "Contractor".

- A. The Board having full custody and control of the premises know as Gayl M. Beals /Wolf Lake park and Sunset Beach, in the County of Muskegon, desires to secure the services of a Contractor, to oversee, supervise, and maintain these premises.
- B. Contractor is desirous of performing services for the Board, which includes supervision and maintenance of the Gayl M. Beals / Wolf Lake park and Sunset Beach.

THEREFORE, It Is Agreed;

1. The term of this Contract shall be from the date of its execution, through September 30, 20 \_\_\_\_. Thereafter, the Contract shall automatically renew for a period of one (1) year, unless written notice of non-renewal is given either by the Board or the Contractor, within thirty (30) days of the annual expiration date.
2. Contractor's responsibilities:
  - A. During the term of this contract, Contractor shall be responsible for overseeing, supervising, and maintaining the Gayl M. Beals/Wolf Lake park and Sunset Beach premises.
  - B. The Contractor agrees that the specific list of Contractor's responsibilities is listed on Attachment A.
3. Contractor agrees that during the period of April 1<sup>st</sup>. through October 1<sup>st</sup>. of each year that either the Contractor or the Contractor's employees shall be present at the park and should that not be possible, at least a seven (7) day notice must be given to the Board in order that it can provide for approved replacement personnel for that period of time.
4. Compensation/Financial Responsibilities. In consideration for Contractor's services, Contractor shall receive the following:
  - A. Contractor shall have the right to reside at the house, located at 5654 Jefferson / Gayl M. Beals/Wolf Lake park premises, as a private, single family residence and no other purpose whatsoever nor for any purposes prohibited by law, ordinance or any other governmental regulation.
  - B. Contractor shall be responsible for utilities, including, without limitation, heat, telephone, electric, cable, and sewer bills. Between Oct. 1<sup>st</sup> and March 31<sup>st</sup> Contractor shall be responsible for the house garbage services and plowing of the driveway.
  - C. Contractor shall make or cause to be made no alterations, major repairs or improvements to the house without Board written consent, which consent may be withheld for any reason. Contractor will have NO access to the upstairs of the house, which is deemed off limits. Contractor shall promptly contact the Supervisor to report any damage to the house.

- D. Contractor shall maintain the house in a sound, habitable and sanitary condition. Contractor's duties in this regard shall include, but are not limited to periodic cleaning of walls, ceilings, floors, carpeting, fixtures and all minor house repairs.
5. Right to Inspect the Premises. The Board reserves the right to enter the house, at reasonable times, with twenty-four (24) hours prior notice, to inspect the house for the existence of any damage, waste, or to protect and preserve the house, and the Board shall have the right to retain a key to the house to facilitate entry.
  6. Injuries or Damage to Person(s) or premises. The Board shall not be liable for injury or damage to the Contractor, to third person(s) or to the property of the Contractor, or third person(s), arising from the Contractor's use or occupancy of the house or any equipment, appliance or instrumentality thereon, and Contractor hereby agrees to hold harmless and indemnify the Board for and against any and all damage or claim, including costs of defense, arising out of any damage or injury due to use of the house or any equipment, appliance, or instrumentality thereon.
  7. Insurance. Contractor shall maintain a policy of insurance on the contents of the house and shall indemnify and hold harmless the Board for any damages or loss thereto. The Board shall receive a copy of the insurance policy.
  8. Leasing. The Contractor shall not lease or rent the house or any part thereof.
  9. Board's Right to Possession. In the event of termination of this Contract, for any reason, the Board shall have the right to re-enter and repossess the house.
  10. Independent Contractor Status. The parties agree that Contractor is an independent and that neither Contractor nor Contractor's employees or Contractor's personnel shall be deemed to be employees of the Board. In its capacity as an independent contractor, Contractor agrees to and represents the following:
    - A. Contractor has the right and does fully intend to perform services for third parties during the term of this contract.
    - B. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this contract will be performed.
    - C. Contractor has the right to perform the services required by this contract at such times as Contractor may determine, taking into account the needs of the Board.
    - D. Contractor has the right to hire assistants as sub-contractors or use employees to provide the services required by this contractor.
    - E. Services required by this contractor shall be performed by the Contractor, Contractor's employees or contract personnel and the Board shall not hire, supervise or pay any assistance to help the Contractor.
    - F. Neither Contractor nor Contractor's employees or contracted personnel shall receive any training from the Board, in the professional skills necessary to perform the services required by this contract.

- G. Neither Contractor nor Contractor's employees or contracted personnel shall be required by the Board to devote full time to the services required by this contractor with the exception of those times where the parties agree particular coverage needs to be had for certain events, seasons, etc...
- H. The Contractor does not receive the majority of its annual compensation from the Board.
11. The parties acknowledge and agree that the Board is entering into this contract with reliance on the representations made by the Contractor, relative to its independent contractor status.
  12. Permits and Licenses. Contractor declares that the Contractor has complied with all Federal, State and Local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this contract.
  13. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health insurance, vacation or sick pay, or any other fringe benefit plan of the Board. Contractor shall pay all applicable taxes, including income taxes, social security taxes, etc., incurred while performing services under this contract. On demand, Contractor shall provide the Board with proof that such payments have been made.
  14. Worker's Compensation. If the Contractor hires employees to perform any work under this contract, the Contractor will cover the employees with worker's compensation insurance and will provide the Board a certificate of insurance, before work begins. The Board shall not obtain worker's compensation insurance on behalf of the Contractor or Contractor's employees.
  15. Unemployment Compensation. The Board is not responsible for any state or federal unemployment compensation payments on behalf of the Contractor, Contractor's employees or contract personnel, in connection with work performed under this contract. If Contractor, Contractor's employees, or contract personnel files for and receives unemployment compensation, the Board shall take legal action against the Contractor, Contractor's employees or contract personnel to recoup all funds and the Contractor shall be responsible for all costs related to any legal action by the Board.
  16. Insurance. Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless the Board from any and all liability arising out of or in any way, related to Contractor's performance of services during the term of this contract, including any liability resulting from intentional or reckless acts of the Contractor's employees or agents of the Contractor.

- 17. Termination. Either the Board or the Contractor may terminate this contract with or without cause upon thirty (30) days, written notice. Upon termination, Contractor shall forfeit all his or her rights, under this contract, including their right to occupy the house. All liability for breach of the contract shall survive termination. Notwithstanding the foregoing, the Board may terminate this contract without prior notice in the event of;
  - A. Unauthorized or illegal conversion of any of the Board's property.
  - B. Any violation of local, state, or federal laws, by the Contractor.
  - C. Contractor's failure to carry out his or her duties, under this contract, in a safe, work like manner.
- 18. Controlling Law. This contract is made under and shall be construed according to the laws of the State of Michigan.
- 19. Severability. In the event that any provision of this contract is found to be invalid or unlawful, the remaining provisions of the contract shall continue in force and effect.
- 20. Notice. Any notice required or permitted by the contract shall be sufficient if in writing and sent by certified or registered mail or by personal services upon the party. For purposes of computing any period of time, the first day shall be the date of mailing of the notice.

Township of Egelston.

By \_\_\_\_\_

By \_\_\_\_\_

Name(s) of Contractor(s)

By \_\_\_\_\_

Its \_\_\_\_\_

## ATTACHMENT A

### CONTRACT CARE OF BEALS PARK AND SUNSET BEACH

#### LIST OF CONTRACTOR'S REQUIRED DUTIES.

1. Weekday duties:

- Close Beals park and lock restrooms at 10:00 pm.
- Open Beals park restrooms by 8:00 am and close restrooms between 10:00 pm and 11 pm. and to make sure that restrooms are presentable at the time of closing,
- Clean grills in Beals Park and at Sunset beach.
- Pavilions, at Beals Park, MUST be cleaned between rentals, when rented out. (1 :00pm-2:00pm scheduled cleaning time)

2. Daily duties:

- Contractor, Contractor's employees or contract personnel must wear identifying clothing and a photo identification on display while performing their duties under this contract.
- Keep a daily task log.  
Monitor Beals Park, continuously and Sunset Beach, occasionally throughout the day.
- Assist park attendees as needed.
- Call 911 in case of any emergency or illegal activity.  
Walk both beaches and pick-up trash at Beals Park and Sunset Beach.
- Inspect all equipment and structures, document and report all damage to the Supervisor.
- Maintain the yard at the Caretaker's house.  
Post/remove pavilion rental notices and clean pavilions at Beals Park.
- Clean restrooms and empty all trash, at fifty percent (50%), at Beals Park and Sunset Beach,
- Stock restrooms at Beals Parks and Sunset Beach.

3. Provide the Board with a detailed, written activity report, each month.

EGELSTON TOWNSHIP 5428 E Apple Avenue, Muskegon MI 49442

Employment Application – Please Attach Resume



### APPLICANT INFORMATION

Last Name	First	M.I.	Date
Street Address	Apartment/Unit #		
City	State	ZIP	
Phone	E-mail Address		
Date Available	Social Security No.	Desired Salary	
Position Applied for			
Are you a citizen of the United States?	YES <input type="checkbox"/> NO <input type="checkbox"/>	If no, are you authorized to work in the U.S.?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you ever worked for this company?	YES <input type="checkbox"/> NO <input type="checkbox"/>	If so, when?	
Have you ever been convicted of a felony?	YES <input type="checkbox"/> NO <input type="checkbox"/>	If yes, explain	

### EDUCATION

High School	Address		
From	To	Did you graduate?	YES <input type="checkbox"/> NO <input type="checkbox"/> Degree
College	Address		
From	To	Did you graduate?	YES <input type="checkbox"/> NO <input type="checkbox"/> Degree
Other	Address		
From	To	Did you graduate?	YES <input type="checkbox"/> NO <input type="checkbox"/> Degree

### REFERENCES

Please list three professional references.

Full Name	Relationship
Company	Phone
Address	
Full Name	Relationship
Company	Phone
Address	
Full Name	Relationship
Company	Phone
Address	

Egelston is an equal opportunity provider

**PREVIOUS EMPLOYMENT**

Company \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Supervisor \_\_\_\_\_  
Job Title \_\_\_\_\_ Starting Salary \$ \_\_\_\_\_ Ending Salary \$ \_\_\_\_\_  
Responsibilities \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Reason for Leaving \_\_\_\_\_  
May we contact your previous supervisor for a reference? YES  NO

Company \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Supervisor \_\_\_\_\_  
Job Title \_\_\_\_\_ Starting Salary \$ \_\_\_\_\_ Ending Salary \$ \_\_\_\_\_  
Responsibilities \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Reason for Leaving \_\_\_\_\_  
May we contact your previous supervisor for a reference? YES  NO

Company \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Supervisor \_\_\_\_\_  
Job Title \_\_\_\_\_ Starting Salary \$ \_\_\_\_\_ Ending Salary \$ \_\_\_\_\_  
Responsibilities \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Reason for Leaving \_\_\_\_\_  
May we contact your previous supervisor for a reference? YES  NO

**MILITARY SERVICE**

Branch \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
Rank at Discharge \_\_\_\_\_ Type of Discharge \_\_\_\_\_  
If other than honorable, explain \_\_\_\_\_

**DISCLAIMER AND SIGNATURE**

I certify that my answers are true and complete to the best of my knowledge.  
If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature \_\_\_\_\_

Date \_\_\_\_\_