



INDEPENDENT CONTRACTOR HANDBOOK

C.V. Starr Community Center
City of Fort Bragg, CA
300 S. Lincoln Street
(707)964-9446

At C.V. Starr Community Center, we believe that community comes first. We strive to leave a legacy of access to the Center for future generations and those who live, work, play, and visit our community. We are committed to providing opportunities for everyone to achieve both physical and mental well-being, while prioritizing community needs, equity, and responsible use of resources.

About Us.....

Thank you for your interest in becoming an independent contract instructor with the City of Fort Bragg to work at the C.V. Starr Community Center. We are excited about the possibility of working together to reach our common goals and to serve our community.

We coordinate the provision of leisure, recreation, and education programs for all demographic populations within the City of Fort Bragg. The C.V. Starr Community Center is Fort Bragg's central community center established in August 2009 and is home to two pools, fitness and dance rooms, multi-purpose rooms and business offices.

How It Works.....

The City allows Independent Contract Instructors and companies to provide recreational services to our community. Programs may be designed for preschoolers, school age children, teens, adults, families, and seniors.

1. The process begins with the Independent Contract Instructor or company proposing a class or activity. There is a form enclosed in this handbook that you are encouraged to utilize. The proposal is then submitted to the City's Recreation Supervisor.

***Not all programs—even quality ones—will be accepted. For example, the City may not accept proposals that are not in line with the City's mission (see above) or are very similar to programs that the Center is currently offering. Also, programs that have been offered in the past that have been canceled due to low enrollment may not be accepted unless the instructor can demonstrate that the instructor has the necessary number of participants interested.

2. A Recreation staff member will then review the proposal, assess the content of the class/activity to determine its potential in meeting the City's vision and goals, and then contact you for a more detailed discussion.

3. Recreation staff will work with you to determine the most suitable design of a class/activity in regard to facility suitability, facility availability, fee structure, course time frames, participants maximums and minimums, age ranges, course descriptions etc.

4. The Independent Contractor/Company will be charged a flat fee room rental, for the use of the room. The fee will be outlined in the contract.

5. Once the proposal is approved and the terms are agreed upon, C.V. Starr Community Center and the Independent Contract Instructor enter into a written contract for the use of the facility, the Agreement will also include the specifics of invoicing and pay.

Benefits

There are many benefits associated with teaching a class through City.

- The City advertises approved classes in its Recreation Guide which is produced up to six times each year. All class information is also available 24 hours a day on our website. Often classes are also featured in other marketing venues such as e-newsletters, ads in local newspapers, social media and flyers.
- The City accepts registrations from both residents and non-residents, giving everyone the opportunity to participate in classes, thus offering contractors the opportunity to attract participants from many areas.

Contract Policies and Procedures

The following information is required in order for your class proposal to be considered as an addition to our program. Please review the following information carefully and submit all required documents:

1. **Class Proposal:** Completion of a class proposal (page 9) is the first step in forming your class. Be specific, especially with dates, times, ages, and fees. This helps to determine facility availability, bestfit, and how to market your class or program.
2. **Proof of Insurance (as needed):** A Certificate of Insurance with C.V. Starr Community Center and the City of Fort Bragg, it's Officers, Managers, Employees and Entities listed as the certificate holder as well as additional insured with minimum \$1 million-dollar general liability coverage.
3. **Business License:** A business license is required for anyone doing business within the City of Fort Bragg. Contractors will be required to show proof of their license.
4. **Fingerprinting (Live Scan):** At the expense of the Contractor, anyone employed, volunteering or contracted to perform services at any parks, playgrounds or recreational centers used for recreational purposes, in a position of having supervisory or disciplinary authority over any minor must be fingerprinted and have clearance on file at the City prior to start of employment, services or program.
5. **Questionnaire: If you are interested** in contracting with the City to perform services at the facility, in a position of having supervisory or disciplinary authority over any minor, and in order to give effect to Section 5164 of the Public Resources Code of the State of California, you are required to submit a supplemental questionnaire (page 11 & 12).
6. **Agreement for Personal Services Contract:** Each Instructor will enter into an Agreement for Personal Services (page 13-15) with the Center, which shall be executed by all parties prior to the startof the first class of instruction.
7. **Class Related Certifications:** At the discretion of the Center, some instructors may be required to hold special certifications including, but not limited to CPR/First Aid and Fitness Certification.
8. **Mandated Reporting:** Under California State Law, individuals that have direct contact or supervisory control over children and children's programs are considered "mandated reporters" for purposes of reporting child abuse or neglect to designated agencies or to the Police Department.

The City's Independent Contractor Instructors are expected to manage their programs as privately owned and operated businesses. This includes:

- Purchasing and preparation of supplies needed for programs. Upon receiving authorization from the City, Independent Contractors may be allowed to utilize City equipment (e.g., mats, weights, fitness equipment, etc.) for classes that are deemed appropriate by the City.
- Additional marketing/advertising (aside from what's offered in Center Marketing below)
- Contacting participants for class updates, cancelled sessions or any other communications.
- Set-up/take-down of equipment and furniture located in Multi-purpose/Dance Room (take-down includes cleaning) immediately after the use has ended.
- Ensuring the quality of program content
- Registration of all participants. Set fee schedule and collect all fees from participants.
- All participants shall be required to sign a waiver, which must be handed into the City before the class begins.
- It shall be the Contractors responsibility to provide the City with the completed waivers. Contractors are encouraged to create and have their own waiver signed as well.

Contract Instructor Professional Conduct

A Contract Instructor is an Independent Contractor for the City, not an employee. Although not an employee, Contract Instructors must adhere to the policies and rules of the City. As such, they must conduct themselves in a professional manner. Quality customer service is to be provided to all city staff and patrons. A Contract Instructor signs a contract with the City to provide classes and programs as described in the contract class application. All independent contractors are customarily engaged in an independently established trade/occupation/business, and free from control and/or direction of the City.

Americans with Disabilities Act (ADA) Accommodating those with Disabilities and Special Needs

The ADA is federal legislation which gives civil rights protection to individuals with disabilities. This act guarantees equal opportunity for individuals with disabilities for employment, public accommodations, transportation, local and state government services, and telecommunications.

It is the policy of the City to fully abide by the requirements of the ADA and to make reasonable accommodations for individuals with vision or hearing impairments or other individuals with disabilities so that they have an equal opportunity to participate.

The C.V. Starr Community Center encourages those with disabilities and special needs to participate in activities offered through the Center. According to the Americans with Disabilities Act (ADA), our classes and programs are required by law to accommodate those with disabilities and special needs. . As such, any contractor must also be familiar with and comply with the obligations associated with the ADA. Please advise the Recreation Supervisor if a participant has a disability requiring special accommodation.

Programs and instructors are required to make reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination, unless they can demonstrate that doing so would fundamentally alter the nature of the service, program, or activity being provided.

Also, note that the ADA prohibits policies that unnecessarily impose requirements or burdens on individuals with disabilities that are not placed on others. For example, public entities may not require that a qualified individual with a disability be accompanied by an attendant.

An exception may be made if the individual poses a direct threat to the health or safety of others. A “direct threat” is a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services.

The determination that a person poses a direct threat to the health or safety of others may not be based on generalizations or stereotypes about the effects of a particular disability. It must be based on an individualized assessment, based on reasonable judgement that relies on current medical evidence or on the best available objective evidence, to determine: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures will mitigate the risk.

The decision to deny access to a participant due to a disability or special need is not a decision for a contract instructor to make. A contract instructor should make reasonable accommodation in a class/program to accommodate participants with special needs. If you have a concern about a participant, please see the Recreation Supervisor.

Please be cautious with your choice of words when speaking with participants, or parents of children with disabilities/special needs. Comments should never be made, nor should an impression be given, that a participant is a burden or unwelcome in a class. The City’s expectation is that contractors will be doing everything they can to allow for reasonable accommodations for participants with disabilities/special needs in our facilities.

City of Fort Bragg ADA Coordinator
John Smith
416 North Franklin St
Fort Bragg, CA 95437
Phone: (707) 961-2823 ext. 136
Email: jsmith@fortbragg.com

Class Observation

The City of Fort Bragg, its officers, agents, and employees may observe classes, with or without notice.

Class Registration and Marketing

In order to provide fairness and equal opportunity, registrations should be processed on a first-come, first-served basis. Participants must either be a member of CV Starr or pay a drop-in fee to utilize the Center. before being allowed into any class. It is the instructor’s responsibility to ensure that all participants are registered and fully paid (by checking participants against the roster) prior to attending the class.

The Center may list classes in the Activity Guide, which is produced periodically as well as in our monthly newsletters. The City may also regularly post information on our website or social media. City Staff will

make every attempt to create flyers to be posted at the center, but instructors are encouraged to provide marketing material as well. All advertising done by the instructor must represent it as a City program the advertisement must be approved by Recreation staff. On occasion, the City staff will attend and/or host special events that are marketing opportunities for your classes.

The Contracted Instructor must seek additional outlets for promoting the class. It's important to keep in mind that the best advertisement a contractor can get for their programs is through "word of mouth" or referrals of past participants.

Session Dates

The Contract duration will coincide with the established Activity Guide sessions:

- Aug – Mid-Oct
- Mid-Oct – end of Dec
- Beginning of Jan – Mid-Feb
- Mid-Feb – Mid-April
- Mid-April – Beginning of June
- Beginning of June to End of July

To place your activities in the Activities Guide, time must be allotted to create, edit, print and distribute the guide. Contractors will be contacted with details and deadlines for submitting Guide material, but it is their responsibility to submit the needed material. If the Center doesn't receive material, class info may not be included in the Guide.

Class Pricing

All Independent Contractors must set the price for their class.

There are options such as a flat, monthly rate or a per-class fee. Contractors should take into consideration the room rental fee, outlined below, when setting their fees.

Material Fees

Any materials needed for a program are the responsibility of the contractor. If materials are to be obtained by the participants, it will be the responsibility of the contractor to ensure that this is noted in the contract and program description and that a supply list is provided to Recreation staff. If the materials are to be purchased directly from the instructor, this transaction should take place at the first-class meeting. The City is not responsible for reimbursing an instructor for any material fees not paid by a participant. Material fees not listed in the program description or contract cannot be collected.

Flat Fee Negotiation

Classes are done in a flat fee room rental negotiation. A flat fee negotiated rate will be charged to the instructor to utilize the space for the offered program. All fees from class will be collected by the contractor and payment to the City for the room rental will be made prior to the class offered. This rate is negotiated on a case-by-case basis dependent on many factors including membership status of participants.

Payment and Refunds

Payments and refunds due to participants will be the Contractors responsibility. City staff shall direct any Participant asking for a refund or credit to the Contractor.

Cancellations

If a contractor is ill or unable to meet with the class, the contractor must notify the City's staff as soon as possible. We require a minimum of 24 hours' notice of cancellation, not counting emergency situations. Cancellation of classes (by Instructor) must be accompanied with the following steps:

1. Phone call/communication to City Staff (Front desk preferably) to inform of cancellation.
2. Phone calls to ALL students to inform them of changes.
3. Inform Center Supervisor or Coordinator of plans to either host a make-up class at end of session (if facility schedule permits) or refund amount to students.

Not abiding by this policy may result in cancellation or not renewing your class contract as we take this very seriously on behalf of our customers.

Center Changes to Classes

Although the City strives to give instructors as much control over their programs as possible, the City reserves the right to cancel classes; to change the time, date, or location of classes; and to make other changes as necessary to ensure a quality experience for the participants. Classes not meeting the minimum enrollment may be cancelled or combined.

Facility Usage

Classroom set-up is allowed 15 minutes prior to the start of class, or alternative arrangements can be made with the Recreation Supervisor. All Independent Contractors using Center Facilities must submit a diagram of how they would like the room or area set up. In some cases, the Contractor may be required to set up the room themselves. The Independent Contractor must always leave the room in its original condition; meaning all supplies must be put away and the room shall be left clean. If windows are opened during class, it shall be the Contractor's responsibility to ensure windows are closed before leaving the room.

Facility Closure Dates

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Halloween after
4pm
Thanksgiving and day after
Christmas Eve/Day

****Facilities may also close for maintenance, scheduled Center events or other. In these rare cases, Contractors will be notified of closures with sufficient time to adjust class schedules with students.***

Photos and Videos

Upon signing the waiver, participants/guardians agree to permit the taking of photographs and/or videos of themselves or their minor to be used at the Centers discretion and understand that such photographs or video may only be used for marketing purposes.

Participants have the right to opt out of photos and videos and should notify their instructor or the photographer before images are taken.

If instructors would like to take photos or videos of their class, they must first get permission from the

students. Instructors are free to share these with the Recreation Supervisor to be kept on file for future use to promote their programs.

Participant & Instructor Safety

Regardless of the activity, one of an instructor's primary responsibilities is to ensure the safety of participants involved. Instructors should visually inspect the facilities they are working in/around and equipment they are working with before the start of each activity. Instructors should make themselves familiar with the location and operation of all exits, restrooms, first aid kits, and AED machines.

All accidents and incidents, no matter how minor they appear, should be addressed, and reported. If an accident occurs in a class; please act calmly, promptly, and efficiently to take care of the situation. If a Center staff member is on duty at the facility, instructors should request their assistance in providing First Aid (if needed) and completing an Accident/Incident Report. If no employees are present, instructors should do their best within their abilities and training to respond--calling for help from employees, EMS, or police if necessary. After the incident is addressed, the instructor is responsible for reporting it to the Center on an Accident/Incident Report and submitting the report within 24 hours to the Recreation Supervisor.

Please review the Class Proposal Packet very carefully as you will be expected to be knowledgeable of, and abide by, the information contained in these documents if you are contracted with the Center.

We look forward to hearing from you.

Thank you,

Kimberly Ramey

Recreation Supervisor

707-964-9446 ext. 105

kramey@fortbragg.com

C.V. Starr Community Center

300 S. Lincoln St.

Fort Bragg, CA 95437

Moneque Wooden

Center Manager

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The CITY OF FORT BRAGG

C.V. STARR COMMUNITY CENTER

CLASS PROPOSAL FORM - FOR NEW & RETURNING CONTRACTORS

(Please provide separate forms for each class or age group and attach copy of Insurance and Business License)

Instructor Information			
Last Name:		First Name:	
Name of Business or Organization			
Current address:			
City:	State:	ZIP Code:	
Phone: ()	Email:		
Your Experience, Certifications and Qualifications:			
Volunteers or Other Instructors:			
Class Description			
PROPOSED CLASS TITLE:			
Class Description for Activity Guide (50 words max)			
Supplies or Props to be used:			
Have you taught this class before?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Location:			
May we contact them as a reference?		<input type="checkbox"/> YES <input type="checkbox"/> NO Phone: ()	
Class Length (1day, 4wks, 6wks, etc.):			
Do you have a preference to teach this class? Weekdays Mornings Weekday Evenings Weekends			
Day(s)/time(s) you'd prefer?		Set up Time	Take Down Time
Age Min:	Age Max:	Min. Enrollment:	Max. Enrollment:
Registration Fee:		Materials Fee:	
Target Age Group (circle): Preschool (ages 2-5) Teens (13-17) School Age (6-12) Adults (18 & up) Mature			
References			
Please provide 3 references with phone numbers			
Name:		Phone:	
Name:		Phone:	
Name:		Phone:	
Signature of applicant:			Date:

CLASS INFORMATION

Days	Start/End Date(s) <i>Preference</i>	Start/End Time(s) <i>Preference</i>	No Class Dates (i.e. Holidays)	# of Classes per session	Suggested Course Fee

Equipment you will need the Center to furnish for your program (check all that are needed):

- Rectangular Tables # _____
- Chairs # _____

Audio/Video Equipment needed:

- Projector/Screen
- Document Camera
- Sound System
- Computer/Lap Top Hook-up

Type of facility needed:

- Classroom (tables & chairs)
- Gym/ Cardio Room
- Dance/Aerobics Room
- Competition Pool (how many lanes _____)
- Leisure Pool
- Other: (Please describe) _____

Please state any size requirements or other considerations for the facility you will need (i.e. storage)

**C.V. Starr Community Center
300 South Lincoln
Fort Bragg CA 95437**

**QUESTIONNAIRE
EMPLOYEE, CONTRACTOR OR VOLUNTEER BEING CONSIDERED FOR A POSITION
HAVING SUPERVISORY AUTHORITY OVER MINORS**

Section 5164 of the Public Resources Code of the State of California prohibits the C.V. Starr Community Center or the City of Fort Bragg from hiring a person for employment at, or hiring a contractor or volunteer to perform services at, any of its parks, playgrounds or recreational centers used for recreational purposes in a position having supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes under the California Penal Code. section 5164 also authorizes C.V. Starr Community Center to screen any such prospective employee or volunteer for his or her criminal background. In light of your interest in being hired/volunteering/Contracted by the C.V. Starr Community Center for employment at or being hired as a volunteer to perform services at, any of its parks, playgrounds or recreational centers used for recreational purposes, in a position of having supervisory or disciplinary authority over any minor, and in order to give effect to Section 5164 of the Public Resources Code of the State of California, please answer the following supplemental questions:

- 1. Have you ever been convicted of a violation or attempted violation of any of the statutes specified in Public Resources Code Section 5164, including conviction for violation or attempted violation of an offense committed outside the State of California, if the offense would have been a crime as defined in the statutes referred to if committed in California? This question does not refer to a misdemeanor conviction as defined in Part B of Attachment A, unless you have three or more misdemeanors' convictions, a felony conviction, or were incarcerated for any of those crimes listed within the preceding ten (10) year period?**

Yes _____ No _____

If your answer is yes, please describe the crime(s) for which you were convicted, the date upon which you were convicted and the jurisdiction in which you were convicted:

- 2. Without in any way limiting the foregoing, have you ever been convicted of any crime involving an assault with intent to commit a felony, any crime against a person involving sexual assault, any crime against public decency and good morals, disorderly conduct, annoying or molesting a child under age 18, kidnapping, robbery or carjacking?** Yes _____ No _____

If your answer is yes, please describe the crime(s) for which you were convicted, the date upon which you were convicted and the jurisdiction in which you were convicted.

- 3. Are you currently released on bail or on your own recognizance for any crime?** Yes _____ No _____

If your answer is yes, please describe the crime(s) with which you have been charged, the date upon which you were charged and the jurisdiction in which you were charged.

4. Are you willing to be fingerprinted in order that The City of Fort Bragg may screen you for criminal background? Yes _____ No _____

DECLARATION

I, (print name) _____, in seeking to be hired/Volunteering/Contracted by the City of Fort Bragg for employment at, or hired by the City of Fort Bragg to perform services at the City for recreational purposes, in a position having supervisory or disciplinary authority over any minor, hereby declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed at:

(City) _____, California on (date) _____, (year) _____

I acknowledge and agree that should any of my answers to the foregoing questions be subsequently determined to be false and not true, The C.V. Starr Community Center can immediately terminate my contract to host classes on City property, without notice.

I hereby agree to indemnify and hold harmless the City of Fort Bragg, its directors, agents and employees, from any and all claims, causes of action, suits, actions, damages, losses or liability arising utilization of City facilities which may occur should any of my answers to the foregoing questions be subsequently determined to be false and not true and/or untrue.

Applicant Signature

Date

Supervisor Signature

Date

City of Fort Bragg
C.V. Starr Community Center
300 S. Lincoln Street
Fort Bragg, CA 95437
(707) 964-9446

AGREEMENT FOR PERSONAL SERVICES

This agreement, made and entered into this _____ day of _____, 2024, by and between _____ (an individual, organization hereinafter referred to as “CONTRACTOR”) and the City of Fort Bragg’s C.V. Starr Community Center (hereinafter referred to as “CENTER”), shall be governed by the covenants provided below.

1. Services to be performed by the CONTRACTOR

(This info varies greatly depending on the activity, facility used, and contractor. Below is a general template that fits many instructors).

- Instruction of _____ (activity) to a class at _____ (facility).
- Provide all necessary supplies and equipment to run the activity, and communicate with CENTER the supplies to be used, and how they will be used in the class. Permission must be received by CENTER to avoid any potential damage to facility.
- Assist with marketing the activity, and communicate with CENTER to avoid duplication of effort, and to be sure marketing meets CENTER guidelines.
- Provide the CENTER with proof of liability insurance and business license.

2. Services to be performed by the Contractor

- Promote programs, classes, events, trips, etc. using resources which could include website, Constant Contact email marketing, Center Rec Guide, banners, fliers, and Facebook. Specific marketing to be agreed upon by Contractor and Center.
- Manage the registration process for online, mail, and in-person enrollments.
- Provide rosters to Center.
- Use Room _____ (facility) on _____ (days of week) from _____ (start time) to _____ (end time)

3. Term of the agreement

The term of this agreement shall commence on _____, 2024 and shall terminate on _____, 2024 unless otherwise terminated pursuant to Section 4, herein.

4. Termination

Either party may terminate this agreement by providing fifteen (15) days written notice to the other party. The executive director, or his/her authorized representative, shall tender notice of termination on behalf of the CENTER. The signatory to this agreement, or his/her authorized representative, shall tender notice of termination on behalf of the CONTRACTOR. In the event the CONTRACTOR terminates the agreement in advance of

the date stated in Section 3, the CONTRACTOR shall be held accountable for any financial loss incurred by the CENTER as a result of premature termination. The CENTER reserves the right to terminate this agreement immediately for egregious behavior or conduct on the part of the CONTRACTOR. Either party may cancel the contract services, described in Section 1, if the registration or attendance is lower than the minimum number agreed by the CONTRACTOR and the CENTER.

5. Compensation for Services

As agreed upon by the two parties, the CONTRACTOR will pay a flat fee room rental rate of _____ per hour.

Membership to the Center WILL BE required: _____ WILL NOT be required: _____

6. Assignment

This agreement is not assignable without the specific written consent of the CENTER.

7. Independent Contractor

It is understood that both parties in the performance of this agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. The CONTRACTOR is not an employee of the CENTER and is not entitled to any of the rights, benefits, or privileges of CENTER employment.

The services the CONTRACTOR performs pursuant to this agreement are intended to increase the ability and enjoyment of the participants engaged in the classes or activities conducted by the CONTRACTOR. The CONTRACTOR shall determine the means, manner, and conduct of the classes or activities, acting within the policies prescribed by the CENTER'S Advisory Board of Directors.

The CONTRACTOR shall keep accurate records, as required by the Center and supervise participants in a manner consistent with common and reasonable safety and health practices.

8. Indemnification and Hold Harmless

The CONTRACTOR agrees to indemnify and hold harmless the CENTER, its officers, official employees and volunteers against any and all damages, claims, liabilities, costs, suits or expenses arising out of any act in connection with or attributable to this agreement.

9. Non-discrimination

The CONTRACTOR shall not discriminate with respect to race, color, religion, gender, national origin, age or disability in the hiring of employees or in the participation in the classes pursuant to this contract.

10. Miscellaneous

In the performance of services provided through this agreement, the Contractor shall:

- Abide by all local, state and federal laws, including the Americans with Disabilities Act.
- At the expense of the CONTRACTOR, anyone employed, volunteering or contracted to perform services at any parks, playgrounds or recreational centers used for recreational purposes, in a position of having supervisory or disciplinary authority over any minor must be fingerprinted and have clearance on file at the C.V. Starr Community Center Office prior to start of employment, services or program. (For more information, please review Section 5164 of the Public Resources Code).

- It is the responsibility of the CONTRACTOR, as per law, to have all of his/her employee's/volunteer's fingerprinted if teaching/instructing or coaching minors, at the expense of the CONTRACTOR.
- Complete and have on file with the CENTER, the Center's Questionnaire, "Employee, Contractor or Volunteer Having Supervisory Authority Over Minors".

In witness whereof, the parties hereto have caused this agreement to be executed the day and year above written.

C.V. STARR COMMUNITY CENTER

**INDEPENDENT
CONTRACTOR**

CENTER REPRESENTATIVE

Print name of authorized representative

Print name of authorized representative

Signature of authorized representative

Signature of authorized representative

Date

Date

Address

Address

City, State, Zip Code

City, State, Zip Code

Telephone

Telephone

E-mail address

E-mail address