



Recreation Commission Meeting Agenda

March 17, 2025 - 6:00 PM
New Berlin Activity & Recreation Center
15321 W. National Avenue

Published 3/14/2025

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. January 20, 2025 Meeting Minutes
4. **NEW BUSINESS**
 - A. Discussion and possible action to recommend to the Common Council the vendor agreements with Karen Bast to provide Urban Polling programming.
 - B. Discussion and possible action to recommend to the Common Council the vendor agreements with Maheshwara School of Yoga for Yoga programming.
 - C. Discussion and possible action to recommend to the Common Council the vendor agreements with IKI Inc for Virtual Music programming.
5. **COMMUNICATIONS**
 - A. ARC Update
 - B. Adult Sports Update
 - C. NBYA Update
6. **ADJOURN**

Additional Information

- The agenda packet, including supplemental information related to agenda items, is available online at www.NewBerlinWI.gov. Once finalized by the governing body, approved meeting minutes will also be posted online.
- Agenda items may be taken out of order at the governing body's discretion.
- Members, and possibly a quorum, of other municipal governmental bodies may attend this meeting to gather information. However, no action will be taken by any governmental body other than the one referenced in this notice.
- Accommodations will be provided under the Americans with Disabilities Act (ADA) to meet the needs of individuals with disabilities. If you require assistance or appropriate aids and services, please contact the Office of the City Clerk at (262) 786-8610 with reasonable notice.



Recreation Commission MEETING MINUTES

January 20, 2025 - 6:00 PM
New Berlin Activity & Recreation Center
15321 W. National Avenue

MINUTES

1. CALL TO ORDER

Alderman Harenda called the meeting to order at 6:00 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Community Relations Specialist Joelle Erickson took the roll call as follows:

Present: Alderperson Harenda, NBAA Rep Johnson, NBPS Rep Henry, NBAA Rep Kittson

Excused: Commissioner Jason Prei, Commissioner Kara Woida, Commissioner David Oelschlaeger

Staff Present: Community Relations Specialist Joelle Erickson, Recreation Manager Katie Roth

3. APPROVAL OF MINUTES

A. November 6, 2024 Meeting Minutes

MOTION: Motion to Approve Minutes

VOTE: Motion by: Commissioner Johnson
Second by: Commissioner Kittson
Motion Passes 4-0

4. NEW BUSINESS

A. Discussion and possible action to recommend to Common Council approval of the vendor agreements with Banks Family Consulting LLC to provide consulting services for small businesses and individuals, as well as personal athletic training.

MOTION: Motion to Approve As Presented

VOTE: Motion by: Commissioner Johnson
Second by: Commissioner Henry

Motion Passes 4-0

B. Winterfest Update

Winterfest was a success! Recreation is going to do the mini golf again next year. Sold out of hot cocoa mugs this year.

C. ARC Update

D. NBYA Update

E. Hickory Grove Update

The tentative plan is that the Senior Community club to move to Hickory Grove in September.

5. ADJOURN

MOTION: Motion to Adjourn at 6:21 PM

VOTE: Motion by: Commissioner Johnson
Second by: Commissioner Kittson
Motion Passes 4-0

***Respectfully Submitted,
Joelle Erickson, Community Relations Specialist***



KAREBAS-01

DKIRK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175 Waukesha, WI 53186	CONTACT NAME: Dara Kirk		
	PHONE (A/C, No, Ext): (262) 317-8057 1857	FAX (A/C, No): (262) 717-9436	
	E-MAIL ADDRESS: dkirk@robertsonryan.com		
INSURED Karen Bast S73W25955 HI Lo Dr Waukesha, WI 53189	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : SECURA INSURANCE COMPANIES		22543
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		20-CP-005152676-0	2/7/2025	2/7/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		20-CP-005152676-0	2/7/2025	2/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	General Liability		20-CP-005152676-0	2/7/2025	2/7/2026	E&O \$2,000,000 Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Karen Bast
S73W25955 HI LO DR
Waukesha, WI 53189

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the approval of Urban Polling from Karen Bast.

DATE: February 21, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Karen Bast to provide Urban Polling programming.

FISCAL IMPACT: The City will receive 25% of each participant fee.

RATIONALE/BACKGROUND: To ensure the continued success and growth of our recreational fitness and wellness programs, the Recreation Department is actively seeking a strategic partnership with Karen Bast. This collaboration will complement the programs offered at the New Berlin Activity and Recreation Center (ARC), providing unique fitness and wellness programs. By utilizing Karen Bast, we aim to expand our program offerings, accommodate a broader range of activities, and increase community engagement. This partnership will support a sustainable model for the future of recreational fitness and wellness in our community.

SERVICES AGREEMENT



This Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”) and KAREN BAST (hereinafter referred to as “Instructor”).

WHEREAS, the City offers recreational classes to the public; and

WHEREAS, Instructor provides fitness and wellness instruction classes; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2025.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Instructor holds themselves out as being qualified to provide Urban Poling instructional services. The City does hereby retain the Instructor to perform fitness and wellness class instruction as provided for hereunder.

2. All classes are to be held at the New Berlin Activity and Recreation Center, surrounding parks in the City of New Berlin in a space to be assigned by the City. The specific class schedule shall be established, occurring once per month, by the parties. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide. A sampling of class offerings is attached to this document, and subject to change seasonally.

3. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

4. City will provide Instructor with a class participant list. City acknowledges if participant has registered for the designated classes before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.

5. That Instructor agrees to carry comprehensive general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance coverage shall provide that the City is named as an Additional Insured on a primary and non-contributory basis.

6. The Instructor is solely responsible for and shall have sole control of the performance of the services. The parties acknowledge that the Instructor is not an employee of the City of New Berlin and is responsible to determine the instruction methods and performance of the instruction provided for in this Agreement.

7. Instructor acknowledges that neither they, nor their employees, are employees of the City for purposes of income tax retirement system or social security withholding.

8. Instructor accepts liability for damage to participant's equipment that occurs from Instructor's instruction during class. City acknowledges Instructor is only responsible for the area of the building the class is programmed in during the time the class advertised. Instructor will check the building area upon leaving, turn off lights, and restore the room to previous set-up. Instructor is not liable for damage to building after the class has ended and participants have left.

9. Either party may terminate this contract, in whole or in part, for the convenience of the parties at such time as either party determines that the continuation of the work is not in the best interests of said party upon thirty (30) days written notice to the other.

10. Instructor will defend and hold harmless the City as and against any and all claims, demands, actions or causes of action brought by a third party for damages or losses arising out of the Instructor's performance of the work under this Agreement. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct. The Instructor's obligation to indemnify shall include her employees and/or agents.

11. This Agreement represents the complete understanding of the parties with respect to the subject matter herein, and may only be modified in a subsequent agreement executed by each party.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

CITY:

City of New Berlin

By: _____

INSTRUCTOR:

KAREN BAST

By: _____

Urban Pole Walking Workshop

Date: Time:

Urban Poling, also known as Nordic Walking, has many researched benefits:

- Provides full body workout**
- Off loads painful joints**
- Improves balance**
- Improves posture**
- Provides a full body workout**
- Increases calorie expenditure**



Karen Bast works at a Neuropath Wellness Clinic in New Berlin, WI and will be the speaker on Urban Pole Walking. Karen is a certified Urban Pole Instructor. She also has 20+ years of experience as a Personal Trainer (certified through NASM-CPT, National Academy Sport Medicine). Karen is specialized in working with clients with Parkinsons and also with Older Adults. Karen also is a certified Rock Steady Boxing coach which is a program for people with Parkinsons. Karen is very passionate about working with her clients to help slow down the progression of Parkinsons. She also wants to help her clients be able to continue to perform the activities they enjoy and to also master the basic functional movements to improve overall strength, balance and endurance. When Karen is not training or teaching RSB she loves spending time with family and also being outdoors; hiking with her Urban Poles or kayaking.

Will provide an in-person session describing Urban Poling as well as instructional classes that will take place at the ARC and at surround parks.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2025

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PRODUCER	Simply Business 53 State Street 19th Floor Boston, MA 02109	CONTACT NAME:	Simply Business		
		PHONE (A/C, No, Ext):	(844) 654-7272	FAX (A/C, No):	
		E-MAIL ADDRESS:	contactus@simplybusiness.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A :	RLI	13056	
INSURED	Maheshwara School Of Yoga N21W22139 Glenwood Ln Waukesha, Wisconsin 53186	INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY	X		RLI3894374XB	03/02/2025	03/02/2026	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	X	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
		ANY AUTO						BODILY INJURY (Per person)	
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
		SCHEDULED AUTOS							
		NON-OWNED AUTOS ONLY							
	UMBRELLA LIAB							EACH OCCURRENCE	
	EXCESS LIAB							AGGREGATE	
		DED							
		RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY							EACH CLAIM	
								AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BUSINESS PERSONAL PROPERTY: \$5,408
Certificate holder is included as an additional insured on the General Liability policy per written contract.

CERTIFICATE HOLDER	CANCELLATION
City of New Berlin Recreation Division, 15321 W National Ave, New Berlin, WI 53151	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

SERVICES AGREEMENT



This Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”) and MAHESHWARA SCHOOL OF YOGA, INC., a Wisconsin non-stock corporation, with its principal office located at N21W222139 Glenwood Lane, Waukesha, Wisconsin 53186 (hereinafter referred to as “Instructor”).

WHEREAS, the City offers recreational classes to the public; and

WHEREAS, Instructor provides Yoga instruction classes; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2025.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Instructor holds itself out as being qualified to provide yoga instructional services. The City does hereby retain the Instructor to perform yoga class instruction as provided for hereunder.
2. All classes are to be held at the New Berlin Activity and Recreation Center in the City of New Berlin in a space to be assigned by the City. The specific class schedule shall be established, occurring once per month, by the parties. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide. A sampling of class offerings is attached to this document, and subject to change seasonally.
3. Instructor agrees to provide City with a rate it would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City retains the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.
4. City will provide Instructor with a class participant list. City acknowledges, if a participant has registered for the designated classes before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.
5. That Instructor agrees to carry comprehensive general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance

coverage shall provide that the City is named as an Additional Insured on a primary and non-contributory basis.

6. The Instructor is solely responsible for and shall have sole control of the performance of the services. The parties acknowledge that the Instructor is not an employee of the City of New Berlin and is responsible to determine the instruction methods and performance of the instruction provided for in this Agreement.

7. Instructor acknowledges that neither it, nor its employees, are employees of the City for purposes of income tax retirement system or social security withholding.

8. Instructor accepts liability for damage to participant's equipment that occurs from Instructor's instruction during class. City acknowledges Instructor is only responsible for the area of the building that the class is programmed in, during the time of the class advertised. Instructor will check the building area upon leaving, turn off lights, and restore the room to previous set-up. Instructor is not liable for damage to building after the class has ended and participants have left.

9. Either party may terminate this contract, in whole or in part, for the convenience of the parties at such time as either party determines that the continuation of the work is not in the best interests of said party upon thirty (30) days written notice to the other.

10. Instructor will defend and hold harmless the City as and against any and all claims, demands, actions or causes of action brought by a third party for damages or losses arising out of the Instructor's performance of the work under this Agreement. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct. The Instructor's obligation to indemnify shall include its employees and/or agents.

11. This Agreement represents the complete understanding of the parties with respect to the subject matter herein, and may only be modified in a subsequent agreement executed by each party.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

CITY:

INSTRUCTOR:

City of New Berlin

MAHESHWARA SCHOOL OF YOGA

By: _____

By: _____



Classical Hatha Yoga Teacher: Mahesh Narayanaswamy

I am passionate about yoga as a tool for inner wellbeing and exploration of other aspects of ourselves. I have been practicing Isha Yoga for the past 12 years and was fortunate enough to attend the 21 week teacher training program at the Isha Hatha School of Yoga in Coimbatore, India in 2022. These powerful tools have helped me in my life and I am honored to share these methods with you.

Before going through yoga teacher training, I was working as an electrical design engineer for over 18 years in the medical industry. Now, I have transitioned from an Outer Engineer to an Inner Engineer!

On a personal note, I'm married to my wonderful wife Cyenthia and we have an 11 year old dog, Pepper. I love playing sports, mostly tennis and Ultimate Frisbee and will try just about any sport. My interests are varied, I enjoy being in nature as much as possible, and also enjoy hands-on work like engineering and home projects.



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the approval of yoga programing from Maheshwara School of Yoga, Inc..

DATE: February 21, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Maheshwara School of Yoga, Inc. to provide yoga programming.

FISCAL IMPACT: The City will receive 25% of each participant fee.

RATIONALE/BACKGROUND: To ensure the continued success and growth of our recreational fitness and wellness programs, the Recreation Department is actively seeking a strategic partnership with Maheshwara School of Yoga, Inc. This collaboration will complement the programs offered at the New Berlin Activity and Recreation Center (ARC), providing unique fitness and wellness programs. By utilizing Maheshwara School of Yoga, Inc., we aim to expand our program offerings, accommodate a broader range of activities, and increase community engagement. This partnership will support a sustainable model for the future of recreational fitness and wellness in our community.



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
TJ Watkins, Recreation Specialist

RE: Requested Action Statement for the approval of Music Instructor Services Agreement.

DATE: January 30, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with, Craig Coffman of IKI Inc, to provide recreation music lessons.

FISCAL IMPACT: The City will receive \$12.25 per participant upon completion of each session, or 25% of each participant fee.

RATIONALE/BACKGROUND: To ensure ongoing recreational enrichment programs, the Recreation Department is seeking to collaborate with Craig Coffman. The Recreation Department is looking to grow youth and adult enrichment and Craig's Music classes would be a great addition.

SERVICES AGREEMENT



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WHEREAS, the City offers recreational classes to the public; and

WHEREAS, Instructor provides music programs and seminars; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2025.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Instructor holds himself out as being qualified to provide musical instructional seminars. The City does hereby retain the Instructor to perform musical instruction as provided for hereunder.

2. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

3. City will provide Instructor with a class participant list. City acknowledges if participant has registered for the designated music class before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.

4. The Instructor is solely responsible for and shall have sole control of the performance of the services. The parties acknowledge that the Instructor is not an employee of the City of New Berlin and is responsible to determine the instruction methods and performance of the instruction provided for in this Agreement.

5. Instructor acknowledges that neither they, nor their employees, are employees of the City for purposes of income tax retirement system or social security withholding.

6. Either party may terminate this contract, in whole or in part, for the convenience of the parties at such time as either party determines that the continuation of the work is not in the best interests of said party upon thirty (30) days written notice to the other.

7. Instructor will defend and hold harmless the City as and against any and all claims, demands, actions or causes of action brought by a third party for damages or losses arising out of the Instructor's performance of the work under this Agreement. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct. The Instructor's obligation to indemnify shall include their employees and/or agents.

8. This Agreement represents the complete understanding of the parties with respect to the subject matter herein, and may only be modified in a subsequent agreement executed by each party.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

CITY:

INSTRUCTOR:

City of New Berlin

IKI Inc

By: _____

By: _____

Instant Piano for Hopelessly Busy People

In just a few hours, you can learn enough secrets of the trade to give you years of musical enjoyment. Learn to play piano the way professionals do-using chords. The chord method is LOTS of fun and dramatically easier to learn than reading notes. Fee includes the online book, online follow up lessons, a recording of the class and also an optional periodic question and answer session. Class is held online using zoom and is partly hands on instruction and partly lecture demonstration. Ages 13+

Instant Guitar for Hopelessly Busy People

In just a few hours you can learn enough about playing the guitar to give you years of musical enjoyment, and you won't have to take private lessons to do it. This crash course will teach you some basic chords and get you playing along with your favorite songs right away. Fee includes the online book, online follow up lessons, a recording of the class and also an optional periodic question and answer session. Class is held online using zoom and is partly hands on instruction and partly lecture/demonstration.
For ages 13+.