



Name of Contractor: Haiying Wu

Address:

Date: 10-1-22

**Re: Subcontracting Agreement**

Dear Haiying Wu:

We are pleased to have you join Seattle Parks Foundation as an independent contractor.

### **Independent Contractor Status**

You understand that you are engaging with Seattle Parks Foundation ("Foundation") as an independent contractor and will provide an IRS W-9 Form along with this signed agreement. This agreement does not create any partnership, joint venture, co-ownership, agency, or employment relationship between you and Seattle Parks Foundation. Seattle Parks Foundation will not act for you as your agent or make commitments for you or on your behalf.

Seattle Parks Foundation is paying you for work performed based on invoices you submit or otherwise as determined by the Foundation; you will be responsible to pay your own federal, state and local business taxes from the money you earn. At the beginning of the year you will receive a 1099-MISC form from Seattle Parks Foundation with a total amount that you were paid in the previous year, not including reimbursements for expenses. As a self-employed individual, generally you are required to have a business license with a UBI #, file an annual return and pay estimated tax quarterly. For further information, go to the following link read through state and federal rules on self-employment/small businesses [https://www.business.wa.gov/site/alias\\_business/880/small-business-guide--run.aspx](https://www.business.wa.gov/site/alias_business/880/small-business-guide--run.aspx)

### **Compensation:**

Seattle Parks Foundation will pay you the following rate \$8000 for the below scope of work.

The scope of work to be performed by you independently is:

[Redacted]

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Mushroom Lanterns Commissioning party: Friends of Troll's Knoll

Sculptor: Haiying Wu

Designer: Michiko Tanaka, **Yellow Laboratories**

Scope of Work: Friends of Troll Knoll (FOTK), fiscally sponsored by Seattle Parks Foundation, will commission Haiying Wu to create four concrete mushroom themed lanterns that will be installed in the Troll Knoll Forest, 904 N. 36<sup>th</sup> Street, Seattle, WA 98103.

Deliverables: -Haiying and Michiko will come to a mutually agreed upon small clay design before any large work begins.

-When mutually agreed upon design is reached Michiko will give Haiying a written notice to proceed

-After Haiying and Michiko agree upon the small clay design, Haiying will start the large mushroom lanterns and receive 50% (\$4000) of the total contract. Hai Ying will submit an invoice to Seattle Parks Foundation, fiscal sponsor of Friends of Troll Knoll for payment.

-Haiying and Michiko will agree on a plaque for the project that includes artist name, name of artwork and year installed.

-The mushroom lanterns will be made out of concrete. There will be four identical lanterns. Each lantern will have the capability of having a battery powered light installed within them. The lanterns will be approximately 3 feet tall.

-Hai Ying will install the lanterns in the park with the help of volunteers. Each lantern will have a base that Hai Ying will install that will be dug 1 foot into the ground so that the lanterns will not tip over. Hai Ying will consult the attached map of the site to insure he is not excavating where there are utilities.

-Hai Ying will provide maintenance of any damage to the mushrooms for a year after the install


-After mushroom lanterns are installed Hai Ying will receive the remaining 50% of the contract of \$4000. Hai Ying will submit an invoice to Seattle Parks Foundation, fiscal sponsor of Friends of Troll Knoll for payment. All work on this grant funded project needs to be completed by December 30, 2022 in order for FOTK to be in compliance with their publicly funded grant.

#### Site Protocol:

-Leo Griffin of FOTK is your first contact regarding any damage to the site or artwork on the site.


-Work area will be left clean at the end of the day and if there areas that have hazards (like wet concrete or sharp edges) they should be marked off with traffic cones or caution tape so that the art and visitors to the site are not damaged.

#### Acceptance:

  
Haiying Wu (Oct 4, 2022 10:52 PDT)


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Haiying Wu




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Michiko Tanaka/ Yellow Laboratories

  
leo Griffin (Oct 5, 2022 12:15 PDT)

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Leo Griffin/Friends of Troll's Knoll



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Shava Lawson/ Director of Fiscal Services  
 Seattle Parks Foundation

Oct 4, 2022

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Date  
 10-1-22

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Date  
 Oct 5, 2022

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Date  
 10/4/2022

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Date

**As a self-employed person, you are allowed to deduct your costs of being in business for yourself from your income taxes, however, you cannot be reimbursed for these costs via payment from Seattle Parks Foundation, you will need to choose one or the other option, not both.**

#### Miscellaneous

This agreement shall only be amended upon the written approval of both parties. You are not permitted to assign your rights, duties, or obligations under this agreement to any other party without Seattle Parks Foundation's prior written consent.

This agreement constitutes the entire agreement between you and Seattle Parks Foundation with respect to the performance of the services set forth above. This agreement supersedes any previous agreements between these parties relating to the performance of these services.

### **Termination**

This agreement will continue until completion of the services, unless terminated earlier by either party upon 15 days advance written notice. Should either party terminate this agreement prior to the end of the term, you will be paid by Seattle Parks Foundation the unpaid portion of fees for services that were performed.

Notwithstanding the previous paragraph, if you intentionally or repeatedly do not abide by these terms, and the situation is not resolved within 10 days of receiving written notification from Seattle Parks Foundation, we reserve the right to end your contract immediately.

### **Handling of Disputes**

This agreement will be governed by and construed in accordance with the laws of WA. Any dispute that arises relating to this agreement shall be settled by arbitration in King County, WA, in accordance with the rules of the American Arbitration Association, provided that discovery shall be governed by the civil procedure rules of WA or any successor statute, and judgment upon the award rendered may be entered in any court having jurisdiction. You agree to waive any objection to the jurisdiction of such venue.

It is a pleasure to have the opportunity to work with you. If you are in agreement with the terms of our engagement, please sign in the space provided below and return a signed copy to Seattle Parks Foundation.

Shava Lawson

Name of authorized SPF staff

Email: shava@seattleparksfoundation.org

1501 E Madison St

Seattle, WA 98122

Date: 10/4/2022

Hai Ying Wu

Name of independent contractor

Email: 871709921@qq.com

Address: 583 Wilderness Peak Dr NW  
Issaquah, WA 98027

Date: 10/4/2022

# Haiying Wu contract final

Final Audit Report


2022-10-05

Created:	2022-10-04
By:	Shava Lawson (shava@seattleparksfoundation.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFFSv8dH4Q13xj7q74NA1mnePLjAw8lmt


## "Haiying Wu contract final" History

 Document created by Shava Lawson (shava@seattleparksfoundation.org)

2022-10-04 - 5:40:25 PM GMT- IP address: 97.113.200.168

 Document emailed to 871709921@qq.com for signature

2022-10-04 - 5:40:51 PM GMT

 Email viewed by 871709921@qq.com


2022-10-04 - 5:41:05 PM GMT- IP address: 174.253.194.223

 Signer 871709921@qq.com entered name at signing as Haiying Wu


2022-10-04 - 5:52:19 PM GMT- IP address: 174.253.194.223

 Document e-signed by Haiying Wu (871709921@qq.com)

Signature Date: 2022-10-04 - 5:52:20 PM GMT - Time Source: server- IP address: 174.253.194.223

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2022-10-04 - 6:18:54 PM GMT- IP address: 104.28.116.97

 Signer lrg3\_1999@yahoo.com entered name at signing as leo Griffin

2022-10-05 - 7:15:27 PM GMT- IP address: 75.172.14.211

 Document e-signed by leo Griffin (lrg3\_1999@yahoo.com)

Signature Date: 2022-10-05 - 7:15:29 PM GMT - Time Source: server- IP address: 75.172.14.211

 Agreement completed.

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