



Name of Contractor: Michiko Tanaka  
Address: 919 2nd ave W. apt 506 Seattle WA 98119

Date: 9-28-22

Re: **Subcontracting Agreement**

Dear Michiko Tanaka:

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 \$2000 for the below scope of work.

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

Michiko Tanaka will serve as designer for the mushroom lantern project. She will approve of the mushroom lantern design and serve as liaison between Friends of Fremont Troll Knoll and Haiying Wu in the creation, fabrication and installation of the mushroom lanterns. In case of extreme and continuing vandalism she will help paint the mushroom lanterns with acrylic protection. In return for her services Michiko will receive \$1000 after contract approval and an additional \$1000 upon installation and completion of the project. Michiko will send an invoice to Friends of Fremont Troll Knoll for both payment installments.

All work to be completed by December 30, 2022 in order to be in compliance with grant funding.

Acceptance:

Michiko Tanaka/ Yellow Laboratories

*Michiko Tanaka*

Date

9-28-22

Leo Griffin/Friends of Troll's Knoll

*Leo Griffin*

Date

10.1.22

Shava Lawson/ Director of Fiscal Services  
Seattle Parks Foundation

*Shava Lawson*

Date

10/3/2022

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.

\_\_\_\_\_  
Name of authorized SPF staff

Email:  
1501 E Madison St  
Seattle, WA 98122  
Date:

*Michiko Tanaka*

\_\_\_\_\_  
Name of independent contractor

Email: michikotanaka75@hotmail.com  
Address: 919 2nd ave W apt 506 Seattle WA  
Date: 98119  
9-28-22