

EXAMPLE TENNIS CLUB

CONTRACT FOR COACHING SERVICES

THIS AGREEMENT dated the _____ day of _____, 2019

PARTIES

EXAMPLE TENNIS CLUB of 1 Tennis Street ("Club"); and

_____ ("Service Provider").

AGREEMENT

1. INDEPENDENT CONTRACTORS

- a. The Club appoints the Service Provider as an independent contractor and the Service Provider accepts such appointment by the Club to provide the Services set out in item 1 of Schedule 1 of this Agreement upon the terms and conditions contained in this Agreement.
- b. The parties agree that nothing in this Agreement creates a relationship between them of employer/employee, principal/agent, a joint venture or a partnership.
- c. The Service Provider shall not by virtue of this Agreement be, or for any purpose be deemed to be, an employee or agent of the Club.

2. TERM OF AGREEMENT

- a. This Agreement will operate between the Commencement and Completion Dates set out in Item 2 of Schedule 1 ("Term"), unless it is terminated earlier in accordance with Clause 13.

3. SERVICES

- a. The Service Provider shall during the Term of this Agreement:
 - i. Provide the services described in Item 1 of Schedule 1 ("Services");
 - ii. Comply with the Club's policies, regulations and rules as may apply from time to time, prior notice of which has been delivered to the Service Provider;
 - iii. Use its best endeavours to promote and protect the interests of the Club; and
 - iv. Promptly carry out and comply with all reasonable and lawful instructions and directions given to the Service Provider by the Club's Manager.

4. PERFORMANCE REVIEW AND REPORTING

- a. The parties agree to convene a review meeting between the Service Provider and the Club's Manager as and when requested by either party, minimum six monthly. At these meetings the Club Manager will review the Club's coaching activities and the Service Provide/s progress in meeting objectives, These meetings will also provide a formal opportunity for the Service Provider to provide feedback to the Club.

5. PAYMENT FOR SERVICES TO CLUB

- a. Payment for any services provided by the Service Provider to the Club is set out in Item 3 of Schedule 1.

6. EXCLUSIVE RIGHTS

- a. The Service Provider shall have exclusive rights to perform all tennis coaching services to members and non-members at the Club.
- b. The Service Provider is responsible for the direction and provision of all tennis coaching at the Club, and the Club will direct all coaching opportunities to the Service Provider.
- c. In exceptional circumstances, upon prior written approval by the Service Provider, coaching by another coach ("External Coach") to meet the particular needs of the Club may be permitted. The Service Provider shall not be responsible, directly or indirectly, for the actions, default and/or omissions of the External Coach.

7. AVAILABILITY AND PRIVATE COACHING

- a. The Service Provider shall be available to Club members for coaching at reasonable hours. Subject to clause 7.3 below, fees charged to members and non-members for private coaching will be at the discretion of the Service Provider. Fees for services provided to the Club are set out in Item 3, Schedule 1.
- b. The Service Provider will liaise with the Club's Manager in relation to the reservation and use of the Club's courts.
- c. Where the Service Provider provides coaching services to non-members at the Club, the Club will be paid a visitor fee (unless excluded) as set out in Item 3, Schedule 1 which will be charged in addition to the standard coaching rate.
- d. The Club will ensure that at least two (2) courts are available for the Service Provider at all times. Additional courts may be used during non-peak times.

8. INSURANCE

- a. The Service Provider shall be responsible for obtaining and keeping in force during the Term of this Agreement any insurance that the Service Provider may require or that the Club may require the Service Provider to have.

9. INTERESTS OF THE CLUB

- a. The Service Provider is a representative of the Club and therefore is expected to conduct himself/herself in a manner which promotes the Club in a positive way. The Service Provider shall ensure that they advance the interests and reputation of the Club and shall do nothing that may harm, or is contrary to, the interests of the Club.
- b. The Club is also expected to conduct themselves in a positive manner which promotes the Service Provider in a positive way. The Club shall ensure that they advance the interests and reputation of the Service Provider and its coaches and shall do nothing that may harm, or is contrary to, the interests of the Service Provider.

10. NO ASSIGNMENT

- a. The rights and obligations of the Service Provider under this Agreement are exclusive and the Service Provider shall not, without the prior written approval of the Club and except on such terms and conditions as are determined in writing by the Club, transfer, assign all or any part of its right, title and interest in the Agreement to any person or entity.

11. HEALTH AND SAFETY

- a. The parties agree that the Service Provider shall comply with all of its obligations under the Health and Safety in Employment Act 1992. The Service Provider shall not do anything to cause, or which is likely to cause, harm to any of the Club's facilities or harm or endanger any member of the Club, anyone taking part in coaching, or any member of the public.

12. LEVIES AND TAXES

- a. The Service Provider shall at all times pay all levies, premiums, assessments, taxes or other payments levied upon him as payable by him as required under the provisions of the Income Tax Act 1994, the Goods and Services Act 1985, the Injury Prevention, Rehabilitation and Compensation Act 2001, and all other legislation as may from time to time be in force and as may relate to or affect the performance of the services by the Service Provider.
- b. The Service Provider shall indemnify and keep indemnified the Club for the payment of any taxes, fees, penalties or other charges whatsoever imposed on the Club or the Service Provider by any governmental authority arising out of or in relation to this Agreement.
- c. If the Club is or becomes, or reasonably forms the view that it may be, or become liable for the payment of any taxes, fees, penalties or charges for which the Service Provider are required to indemnify the Club in accordance with clause 12.2, the Club may deduct the amount of its liability or prospective liability for such taxes, fees, penalties or charges from any amount due from the Club to the Service Provider under this Agreement.

13. TERMINATION

- a. The Service Provider may terminate this Agreement by giving four (4) weeks written notice to the Club.
- b. The Club may terminate this Agreement by giving written notice to the Service Provider:
 - i. with immediate effect, upon the Service Provider committing an act of bankruptcy.
 - ii. With immediate effect if the Service Provider ceases to be managed and controlled by the agreed person (Head Coach)
 - iii. with immediate effect where the Service Provider is convicted of a criminal offence or where the Service Provider brings the Club or tennis generally into disrepute or behaves in a manner inappropriate to a tennis professional.
 - iv. with immediate effect where the Service Provider is guilty of any serious misconduct or serious breach or wilful neglect of any of the terms of this Agreement or any of the obligations expressed or implied in this Agreement.
 - v. with immediate effect where the Service Provider fails to carry out the Services specified in this Agreement in what is reasonably considered by the Club to be a proper and effective manner; provided always that prior notice of such failure to perform has been given to the Service Provider and reasonable opportunity has been given to the Service Provider to rectify such default.
 - vi. of four (4) weeks at the club's discretion (regardless of whether any circumstances of the type referred to in sub clauses (a) to (d) of this clause have arisen or occurred).

14. RIGHT TO RENEW

- a. The Club shall, upon the written request of the Service Provider and subject to there being no existing breach of this Agreement on the part of the Service Provider, grant to the Service Provider a renewal of this Agreement for successive terms, each of which shall not exceed the period set out in Item 2 of Schedule 1 and at the then current prevailing rates for professional tennis coaching, but otherwise on the same terms and conditions as contained in this Agreement.
- b. Renewal shall be dealt with as follows:
 - i. The Service Provider must provide the Club with written notice of its desire to exercise the option to renew no later than three (3) calendar months before the expiration of the Term or any subsequent term. Such notice must set out the intended renewal period, and an intended new expiry date.
 - ii. The Club must, within fourteen (14) days of the date of the notice given under clause give the Service Provider written notice accepting or rejecting the exercise of the option to renew this Agreement. If the Club fails to give notice under this sub-clause within the time stipulated, the parties must meet within 21 days to determine whether the option will be permitted to be exercised.
 - iii. If the Club accepts the exercise of the option to renew, this Agreement will be renewed for the period specified in the notice and the commencement date of the renewed Agreement will be the day immediately following the Completion Date of this Agreement (as set out in Item 2 of Schedule 1).
 - iv. If the Club declines the exercise of the option to renew, the Club must provide in writing to the Service Provider, clear justification why this Agreement will not be renewed for the period specified in the notice (as set out in Item 2 of Schedule 1).

15. FORCE MAJEURE

- a. Neither party shall be liable for any failure to perform or delay in performing its obligations under this Agreement where such failure or delay is caused by legislative or governmental prohibitions or restrictions, fire, flood, hostilities or other causes whatsoever beyond the parties' reasonable control.
- b. In the event that either party is unable, due to circumstances beyond its reasonable control, to perform any of its obligations under this Agreement, this Agreement may be suspended at the option of either party until the circumstances have ceased to have effect. The parties undertake to give reasonable notice in writing of their intention to suspend their obligations under this Agreement.
- c. In the event that the suspension of this Agreement under clause 15.2 continues for a period which either party considers unreasonable then either party may give seven (7) days' notice of termination of this Agreement. In the event that the circumstances that gave rise to the suspension cease to have effect during the period of the notice then the operation of the Agreement shall resume and the notice shall lapse. In the event that the circumstances that gave rise to the suspension do not cease to have effect during the period of the notice then the Agreement shall terminate at the end of the notice period.

16. CONFIDENTIAL INFORMATION

- a. Except in the proper performance of its duties in accordance with this Agreement, the Service Provider shall not at any time either directly or indirectly utilise or divulge to any person, knowledge or information which may be acquired prior to or

during the course of the Service Provider engagement by the Club concerning the business, affairs, property or other activities of the Club or its members (including personal information regarding the Club's members). This restriction shall continue to apply after the term of the Agreement without limit in point of time.

17. INDEMNITY

- a. The Service Provider shall at all times indemnify and keep indemnified the Club against all actions, proceedings, claims, costs and expenses which may be taken or made against the Club (or which the Club incurs or which become payable by the Club) as a result of, or arising out of, any breach of this agreement by, or any wrongful act performed by, or any omission by the Service Provider; provided that such actions, proceedings and claims are not caused, directly or indirectly, by the Club and/or its employees, servants, agents, contractors & invitees.

18. COACHES NOT TO BIND THE CLUB

- a. The Service Provider shall not at any time enter into any contract with any person or entity which purports to bind the Club in any manner.

19. MEMBERSHIP

- a. The Service Provider shall have full use of the facilities at the Club to carry out coaching activities during the Term of this Agreement (set out in Item 4, Schedule I).

20. ASSISTANCE

- a. The Service Provider will ensure *that it is, at all times, managed by the agreed Head Coach* and that its employees, assistants, agents and sub-contractors who assist the Service Provider in the provision of Services, are duly qualified and skilled. The Service Provider warrants its representatives will be fully responsible to the Service Provider for their conduct and performance. The Service Provider accepts and releases the Club from any liability resulting from their conduct and/or performance.

21. SECURE SPACE

- a. The Club will supply an adequate, safe and secure space for the Service Provider in which to store tennis equipment; racket restringing facilities and selected retail items as and when extra space becomes available.

22. DISPUTE RESOLUTION

- a. The Club and the Service Provider agree that any dispute or difference ("dispute") which may arise between the Club and the Service Provider as to the meaning or application of any part of this Agreement, or any other matter concerning this Agreement, shall be discussed initially with the Club Manager with a view to a speedy resolution.
- b. If the Club Manager and the Service Provider are unable to resolve the dispute by such discussion, the Club Manager shall refer the dispute to the Club Committee with a view to seeking resolution.
- c. If the Club Manager and the Service Provider are still unable to resolve the dispute then the Club and the Service Provider hereby agree to endeavour to resolve the dispute using informal dispute resolution techniques such as mediation or similar techniques agreed upon. Provided that either the Club or the Service Provider is still entitled in such circumstances to exercise any right available to it pursuant to clause 13.

- d. If the Club Manager and the Service Provider do not agree within five (5) working days as to the dispute resolution techniques and procedures to be adopted (or the procedure adopted is unsuccessful) then the dispute shall be referred by the parties to an arbitrator appointed by Tennis Auckland.

23. OTHER CONTRACTS AND ARRANGEMENTS

- a. The Club acknowledges and is aware that the Service Provider is or may be engaged in other contracts and professional arrangements.
- b. The Service Provider agrees not to place itself in a situation where the Service Provider has a financial or personal conflict of interest with the interests of the Club.
- c. The Service Provider agrees to disclose to the Club any other arrangements or contracts (but not the financial details of such arrangements or contracts) the Service Provider is engaged in or intends to be engaged in, where there is actual or potential financial or personal conflict of interest.

24. NOTICES

- a. All notices shall be in writing and shall be deemed to have been sufficiently served or given by either party to the other by one or more of the following methods (without removing the ability to effect service by any other method:
 - i. delivery or service to the Club or the last known place of residence of the Service Provider,
 - ii. the handing of a notice to an officer of the Club or the Service Provider personally.

25. AMENDMENT

- a. The parties may agree during the Term of this agreement to amend or vary the terms of this Agreement, provided that any amendment or variation must be recorded in writing and signed by both parties.

26. GENERAL

- a. This Agreement, including the Schedule, replaces all previous written or oral agreements or understandings, if any, reached between the Service Provider and the Club in relation to the Service Providers services.
- b. This Agreement shall be governed by and construed in accordance with the laws in force in the New Zealand and the parties submit to the exclusive jurisdiction of the courts in New Zealand.
- c. The clause and clauses entitled 'independent contract of and 'confidentiality' will survive the expiry or early termination of this Agreement.

SIGNED by – President
Example Tennis Club

In the presence of:

SIGNED by

In the presence of:

SCHEDULE 1 - SERVICES

Role of the Service Provider

The Service Provider agrees to promote the Club and its members (with the assistance and support of the Club) by:

1. Promote and foster tennis within the Club through its Coaching business.
2. Encourage students and members to compete in tournaments and competitions for the Club.
3. Supply the Club with a coaching service.
4. Make every endeavour to raise the Coaching pupils' level of skills and standard of play.
5. Educate and encourage all pupils on correct dress and court etiquette.
6. Have first option to exclusively supply a professional restringing service and equipment.
7. Be available for consultation in the selection of players for competitions, club championship and event seedings, should the Club's committee request so.
8. Provide a verbal / written report to the Club's committee with regard to Services and statistics on a regular basis throughout the year.

Item 1 - Services

The Service Provider shall provide the following services to the Club:

COACHING

Provide a coaching pathway for all members;

Programme	Responsibility	KPI	When
Junior Coaching			
Hot Shots Blue Stage	Coach/Club	1 session/week	
Hot Shots Red Stage	Coach/Club		
Hot Shots Orange Stage	Coach/Club		
Hot Shots Green stage	Coach/Club		
Schools partnerships	Coach/Club	3 local school partnerships	By 30 June annually
School holiday programme	Coach/Club	2 per year	
Junior Coaching (private & group) 11-17 years			
Development squad(s) 11-17 years	Coach/Club	Development squads for tournament players 10u, 12u, 14u, 16+	
Adult Coaching			
Cardio Tennis	Coach/Club		
Tennis Xpress	Coach/Club		
Private and group lessons	Coach/Club		
Interclub squad training	Coach/Club		

TOURNAMENTS AND COMPETITION

Tournament/Comp	Responsibility	KPI	When
Junior			
Hot Shots tournaments (5-10 years)	Coach	3 per year	Scheduled by 30 June Annually
Junior Masters (10-17)	Club	2 tournaments per year	Scheduled by 30 June Annually
Junior interclub teams	Club/Coach	10% growth in junior teams per year	By 30 Aug annually
ITF Junior Circuit	Club	1 event per year	
Junior Social Tournaments	Coach		
Adult/Open			
Senior interclub teams	Club	10% growth in adult interclub teams per year	By 30 Aug annually
Kiwi Money Tournaments	Club	1 tournament per year	
Club Championships	Coach	1 x flex-league delivered per year	Scheduled and promoted by 30 Sep Annually
Cardio Tennis Triples tournament	Coach	2 tournaments per year	Scheduled by 30 June annually
Adult social tournaments	Club		

TENNIS EQUIPMENT AND A RESTRING SERVICE

_____ will provide a quality restringing service and basic equipment sales for the clubs members.

Item 2 - Term of Agreement

_____ will have the first term of the contract for a period of 3 years as listed below:

Term 1

Commencement Date: 1st Sept 2014
 Completion Date: 31st August 2017

Right to renew option

Subject to Clause 14 of this Agreement, _____ shall be entitled to two (2) additional option periods of 3 years each which supports the vision of long and healthy Club & Service Provider relationships.

Term 2

Commencement Date: 1st September 2017
 Completion Date: 31st August 2020

Term 3

Commencement Date: 1st September 2020

Completion Date: 31st August 2023

Item 3 – Fees and Payments

Court Hire Fees

The Court hire fees agreed between Example Tennis Club and _____ are as follows:

- \$500 per month

Non-member coaching

- Non-members can attend a group or private coaching session at the club. Each visit will require _____ to reimburse the Club \$5 per session.
- _____ must maintain an accurate schedule of usage and submit to the Club on the last day of each calendar month.
- Club will generate an invoice _____ payable on the 20th of that month.

Membership Commission

The Club agrees to reimburse _____ the following commission payments for any new members that _____ encourages to join as members. Commission will only be payable on members that contact _____ directly in the first instance.

- Senior Member - \$10
- Junior Member - \$2.50

Coaching Services

Tennis coaching services provided for Club scheduled tennis activities or events for hours agreed between the Service Provider and the Club is paid as follows:

Club social sessions:

- Junior coach - \$20 per hour (inc GST)

Club events:

- Senior coach - \$45 per hour (inc GST)
- Junior coach - \$35 per hour (inc GST)
- This discounted rate above applies for a minimum of two (2) hours otherwise the standard rate of \$60 per hour (inclusive GST) applies.
- The discounted rate can only be used for Club related events and tournaments, otherwise standard rates apply.
- Should the club request any additional coaching or event services during the month, the service provider is to supply an invoice detailing any additional hours by the end of each month. The club is to pay the service provider for hours worked by the 20th of the following month based on the coach rates above.

Item 4 - Membership: Named Coaches

2 named coaches (as at the date of this Agreement):

1. Director / Head Coach:
2. Senior Coach: _____

Any additional assistant or junior coaches required to assist with the coaching services are not required to pay a membership unless they wish to utilise the courts for personal use or play for the club. In these instances, they are required to pay a full membership subscription. All coaches will also sign a "fair usage" policy that will adhere with the clubs and service providers guidelines. The policy will be maintained by the service provider.

Item 5 – Coaching Team Qualifications and Professional Development

Regarding the coaching team, the Service Provider will ensure that the following minimum qualification and professional development standards are upheld;

	Minimum qualification	Professional Development Requirements
Head Coach	ITF Level 2 (Club Professional) or equivalent	Attend one workshop or conference per year
Full-time/Senior Coaches	ITF Level 1 (Junior Development) or equivalent	Attend one workshop or conference per year
Part-time or casual Assistant Coaches	Coaching Assistant Course	Attend coach workshops delivered by Head Coach at club