

**AGREEMENT FOR THE PROVISION OF TENNIS SERVICES
AT
[CLUBNAME] TENNIS CLUB**

Appointment

The [CLUBNAME] (herein referred to as **the Club**) has appointed [DIRECTORNAME] as Director of Tennis (DOT) for the [YEAR] tennis season.

This agreement is for providing services and is NOT a contract of employment. As a self-employed person(s), the DOT is responsible for his or her own Canadian Revenue Agency (CRA), Worker's Compensation (WCB) and Canada Pension Plan (CPP) affairs, including that of all sub-contractors hired.

Terms of Appointment

This appointment is for the period of FROM [fromdate] through TO [todate].

Background

1. [CLUBNAME] operates as a seasonal (April-September) Community Tennis Club in the [cityname].
2. [CLUBNAME] is a member in good standing of the Ontario Tennis Association (OTA).
3. The [cityname] Tennis Policy outlines the division of roles and responsibilities between the Club and the City with respect to operating and maintaining the facilities.
4. A group of volunteers act as the Board of Directors of the Club, herein referred to as **the Directors**, and exist to promote the growth of tennis, to ensure the Club is organized and operated exclusively for the pleasure and recreation of its membership, to provide for its members the best possible facilities and environment for playing and enjoying tennis, and to encourage social, recreational and competitive activities among the membership.

The current Board includes:

- President - xxx
- Membership - xxx
- Maintenance - xxx
- Finance - xxx
- Secretary - xxx
- Socials - xxx
- Teams - xxx
- Communications - xxx
- Webmaster - xxx
- Other positions as required

Director of Tennis Mandate

Designs, plans and implements tennis programs with a major focus on promoting tennis participation for juniors and adults and growing Club membership. The DOT will be given full autonomy to take whatever steps are necessary to achieve these goals, within the guidelines set by this agreement.

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THE SERVICES TO BE PROVIDED SHALL INCLUDE THE FOLLOWING:

Unless otherwise stated, these sections refer to the Director(s) of Tennis and any sub-contractors under his/her management.

General

1. Plans and implements a Tennis Development Strategy using the Long Term Athletic Development (LTAD) model as a basis for all program development, with input from the Club and hired tennis professionals. This is to be reviewed and updated annually.
2. Assists in the recruitment of new members, with the goal of maintaining and growing the membership.
3. Supervises all tennis play and proper charging of fees, and rental of equipment.
4. Enforces all club rules and regulations governing the use of the club/facility, its equipment and other property.
5. Maintains strong partnership with the Ontario Tennis Association (OTA) and properly represents the club in OTA events.
6. Prepares a monthly calendar of events.
7. The Club encourages that all payments received be made via cheque or approved credit card, however, there may be instances where cash may be received (eg: entry fees for sanctioned tournaments).
8. Ensures proper inspection of the courts/facilities on a regular basis and ascertains that all necessary maintenance has been performed and the courts are in a safe working order. Reports any maintenance problems to the Maintenance Director.

Promoting Tennis

9. Initiates, directs and promotes tennis clinics, special events and programs in an effort to attract and maintain members' tennis interests.
10. The DOT shall make every effort to promote tennis and programming at the Club, through some of the following means:
 - organize and participate in one or more club events
 - ensure club growth and continuous improvement through exchange of ideas with Club and its members.
 - Make use of material and promotions provided through various programs from the OTA (eg: National Road Show events, progressive schools tennis, etc)

Hiring and Managing of Contract Staff

11. Responsible for interviewing, hiring, training, planning, assigning, and directing work, evaluating performance, rewarding, and disciplining contract staff; addressing complaints and resolving problems.
12. Contract staff that may be hired include, but is not limited to: Tennis Instructors/Professionals and Club court monitors, maintenance personnel.
13. Hire and manage tennis professionals for all training programs and ensure they comply with all applicable codes of conduct, policies, procedures, regulations and rules of the Club
14. Responsible for implementing and maintaining excellent service to achieve member satisfaction.
15. The DOT shall inform the Directors of all staff being hired before they are hired in case any changes need to be made.

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16. The DOT will determine the rates being charged of all contracted Tennis Professionals and instructors for tennis programming each year and advertise them accordingly.
17. Ensures all Tennis Professionals hired are certified with the Tennis Professionals Association (TPA) of Canada or equivalent and are members in good standing.
18. Ensures all Tennis Professionals have, prior to performing any work on site, disclosed to the Club in writing all previous criminal convictions and they will, if required and at their own expense, provide evidence of a satisfactory (to the Club, at its sole discretion) Vulnerable Sector Check that is valid within the last five years.
19. Ensures all Tennis Professionals and staff working on site comply with all reasonable standards of safety and take due regard of and comply with any safety regulations prescribed by the Club, and report to the Club any incident which could give rise to any unsafe working practices.

Private/Group Lesson Guidelines

20. Provides beginner through advanced instruction (private and group) for all levels of players.
21. Implements and develops lesson programs for adults and juniors.
22. Arranges for the teaching of private and group lessons on Club property with a fee structure approved by the Club before lessons beginning in May.
23. All lessons are to be conducted on **Court 3** when the majority of courts are in use or when Intercounty matches are scheduled. Junior group lessons may take up to 3 courts, however, they should only be booked during Junior hours (4-7pm) during the week or anytime on weekends.

Promoting Tennis for Children, Teens, Adults and Older Adults

24. Arranges for coaching of the Junior Intercounty team(s) to ensure the program is running effectively.
25. Structures programs for Junior Opening Day and the Junior Yearend Tournament.
26. Organizes junior house leagues.
27. Organizes a Junior Tennis Camp or multi-sport camp (half or full day as court availability dictates).
28. Liaises with local schools and the teachers in the schools in conjunction with the OTA to make them aware of the tennis programs available. May offer introductory lessons and multi-week programs to the schools.
29. Provides tennis opportunities for marginalized populations such as low income residents and residents with disabilities;
30. Develops and oversees a comprehensive tennis program for all ages and abilities including a tennis development program for children, teens, adults and older adults;
31. Develops and oversees an adapted tennis program for persons with disabilities;

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Other Activities

32. Provides informal coaching during various club activities and coaching for the Club intercounty teams during their practices at times and cost agreed upon by the Tennis Professional and the teams themselves.
33. Participates in club social activities, as requested by the Social Committee
34. Organizes various Club tournaments throughout the season. Arranges for a minimum of two OTA sanctioned tournaments for the summer.
35. Promotes the rating mechanism for Club members based on the National Tennis Rating System (NTRP) system.
36. Organizes NTRP Assessment Days for members wishing to play on competitive intercounty leagues or for recreational members wishing to play at various Club social events
37. Plans and manages the Club Opening Day
38. Organizes other events as deemed appropriate (eg: singles ladder, house league, etc)
39. Recommends fundraising activities to generate additional revenue
40. Provides a marketing plan to reach all existing members and the surrounding communities where the population is growing. This includes use of newsletters, promotional flyers, printed ads, email, social media accounts and member surveys.
41. Reviews with the Club all programs, dates and times that the courts are being occupied to ensure a balanced and optimized court utilization plan is in place to minimize conflict with court allocations required for competitive teams, public access, social events and general drop-in play.

Reporting and Accountability

42. Meets with the Directors on a regular basis (monthly?) to discuss issues, problems, schedule, conflicts, etc. The DOT shall be responsible to, and report to, the Directors concerning performance and all matters relating to this agreement.
43. The Club and DOT will share revenue and expense information at a level that is appropriate against forecasts and adjust programming as appropriate to meet the goals.
44. There shall be an end-of-season review of this agreement, to be completed by October 31st.
45. In the case of disputes, immediate corrective action should be taken by the DOT until details of the dispute are brought to the Club, whose decision shall be final.
46. The DOT will have the right to attend Club meetings and will be a member of appropriate sub-committees as set out by the Club i.e. Tennis committee, tournament committee, junior development committee etc.

Insurance

47. Any Tennis Professionals hired by the DOT will be responsible for providing themselves with general liability insurance up to \$2M for all purposes and eventualities. TPA members are automatically covered with this insurance. OTA also have arrangements with Marsh Canada for the provision of "Pro-Pac" insurance.
48. The DOT shall ensure that the Club is always provided with an up to date copy of the general liability Insurance policy for all Tennis Professionals.

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Confidentiality

Confidential Information means sensitive personal data of members, financial information relating to the Club, information relating to the constitution or infrastructure of the Club and any other information that the Club makes known to the DOT as being of a confidential nature at any time.

49. You must not, during this engagement or after its termination, disclose or use any Confidential Information except in carrying out your obligations under this Agreement.
50. All files, papers and notes containing Confidential Information must be kept in a secure location. You must use your utmost endeavours to prevent the disclosure of Confidential Information.
51. All files, papers and notes of any Confidential Information that you acquire or make during this engagement are the property of the Club. When the engagement ends, or at any time during the engagement, should the Club request it, you must hand over these files, papers or notes to a person duly authorised by the Club to receive them at a location to be specified by the Club.
52. You must not publish any statement, deliver any lecture or make any communication to the press, radio or television relating to the Club, its employees or its members without the express permission of the Club.

Data protection and Monitoring

53. As a result of the provision of your obligations under this Agreement, you may have access to personal data about the Club's employees, directors, members, players or other contacts. You must (and must ensure that your sub-contractors and representatives will) keep all such data secure and protected against improper disclosure or use.
54. If you are asked to obtain, use or otherwise process any such data on behalf of the Club, you must act only on instructions from the Club or as set out in this Agreement and must take appropriate technical and organizational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data.
55. You accept that the Club may need to process your personal data and you consent to the Club processing such data for legal, personal, administrative and management purposes.

Remuneration and Financial Responsibilities

The key requirement for the Club is to take in enough revenue to cover all operating expenses, obligations to the City for court resurfacing and the clubhouse rebuild/maintenance, and to build a reserve fund for future projects and expenditures.

56. All expenses related to operating the Club will be paid for by the Club through the annual operating budget. The Club will share details of their Profit/Loss statement to be clear on components that need to be managed by the DOT but paid for by the Club.
57. The DOT will receive compensation according to the following schedule:
 - 60%-85% of all lesson and program income (to be determined).
 - A percentage of membership fees obtained above xxx members (breakout to be specified) according to the following scale:
 - +1-50 members: 45%
 - +51-100 members: 50%
 - +101: 60%

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- any out-of-pocket expenses incurred in the execution of their duties with the submission of appropriate receipts
58. The following rates will be charged to the Club for various activities:
- Administrative duties for managing OTA sanctioned tournaments - flat rate of \$120 per day of the event
 - Other non-teaching admin tasks as requested by the Club - \$20 per hour (eg: asked to run social event)
 - Doubles strategy sessions with intercounty teams: \$xx per session

Role of the Directors

- 59. Manages the relationship with the Director of Tennis
- 60. Meets DOT before and during each term (minimum three times per year)
- 61. Is notified of any additional contract staff hired by the DOT (eg: Tennis Professionals/Instructors, monitors, maintenance personnel, etc.).
- 62. Provides a suitable website for the Club including online registration and payment of membership, lessons and programs.
- 63. Sets the membership fees annually, with input from the DOT.
- 64. Works with the DOT to execute fundraising activities.
- 65. Liaises with the [cityname] on all facility related issues. This includes court resurfacing and rebuilds, maintenance of Clubhouse, fencing and lights.
- 66. Liaises with the Intercounty Tennis Association (ICTA) and the DOT to organize and form all desired competitive leagues.
- 67. Maintains membership in the Ontario Tennis Association.
- 68. Provides financial oversight and accounting of all financial transactions. This includes but not limited to membership due collection and payment of Club operating expenses.
- 69. Ensures that all leaders within the Club including but not limited to paid and volunteer staff, members of the Board of Directors etc. have undergone Emergency and First Aid training as well as evacuation procedures;
- 70. Develops all Club policies as required.
- 71. Reviews this agreement annually with the DOT
- 72. Reports to the membership annually at the AGM

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General

- 73. You may provide racquet stringing services, but not exclusively for the Club. You, however, have **exclusive right to advertise** for said services on Club property. This is to help eliminate any conflicts that others may introduce by posting notices. If the DOT chooses not to advertise, only then may others do so. Advertisement must follow the [cityname] Tennis Policy requirements (eg: restrict advertising to inside the Clubhouse).
- 74. You have exclusive rights to provide coaching on the Club property.
- 75. You may offer for sale various tennis related equipment such as tennis balls and racquets, to be agreed to by the Club.
- 76. Nothing in this Agreement shall prevent you from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation. You agree that before undertaking any work for a third party which may, because of the nature of such work, cause a conflict between such work and work you are doing or have agreed to do for a third party, you shall disclose the conflict to the Club.
- 77. Work without discriminating on the grounds of race, colour, language, religion or belief, birth, social status, sex, age or disability.

The foregoing agreement has been studied by both parties and is mutually acceptable in its restrictions, demands and content.

Signed:

CLUB Representative

Date

Director of Tennis

Date

Director of Tennis

Date