

COACHING CONTRACT

1 PARTIES

1.1 VAN DAALEN TENNIS LLC. (“hereinafter referred to as Contractor”).

1.2 _____, (“hereinafter referred to as the Coach”) address and phone # to be inserted

2 DATE OF COMMENCEMENT

2.1 This agreement will commence on: XXX.

3 DURATION OF AGREEMENT

3.1 This fixed term contract is a 12 month agreement concluding: date.

The objective grounds for the issue of this fixed term contract rather than a permanent contract is the provision of temporary specialist coaching expertise, the need for which is not guaranteed on an indefinite basis.

4 DUTIES

4.1 All coaches report directly to Martin van Daalen, Director of Coaching.

4.2 The Coach shall provide services at to the North Shore Tennis Center.

Specific Duties to include:

- Provide private tennis training.
- Be part of a team in coaching academy players.
- Coach and teach clinics and league teams.
- Assist in coaching players at local tournaments.
- Assist with tournaments at North Shore Tennis Center.

4.3 In addition to the agreed duties, the Coach may from time to time be required to provide additional or other services as necessary to meet the needs of the programming requirements.

4.4 Coaches will be required to provide their own large metal ball basket with security lock, as well as tennis balls in good working condition, for private lessons only. Balls to be used for academy and clinic will be provided by Contractor.

4.5 No coaching and/or training may be conducted outside of those duties described within this contract at the North Shore Tennis Center.

5 PLACE OF WORK

- 5.1** The normal place of work is at the North Shore Tennis Center at 501 72nd Street, Miami Beach, FL 33141. The Coach will be expected to perform his/her duties *exclusively* at this facility, (only elsewhere if approved by Director), or may be assigned to other facility from time to time. Failure to do so may result in termination.
- 5.2** The coach will be required to book the lessons through the office and all fees to be paid in the office before services are rendered.
- 5.3** The coach will be part of a team of coaches under leadership of Director of Coaching, Martin van Daalen, and be willing to work together in the academy and clinics etc.
- 5.4** Coaches will be required to wear official uniforms with names at all time.
- 5.5** Coaches are required to be PTA or PTR certified (or equivalent) and show proof of membership each year.
- 5.6** Coaches have to follow all guidelines of the city concerning background test, drug testing, and permits before working at this facility.

6. PAYMENT

- 6.1** The Contractor shall pay the fixed amount of \$55.00 per hour for private coaching services provided for the duration of this contract.
- 6.2** The Contractor shall pay the fixed amount of \$50.00 per hour for academy coaching services provided for the duration of this contract.
- 6.3** The Contractor shall pay the fixed amount of \$50.00 per hour for clinics coaching services provided for the duration of this contract.
- 6.4** The Contractor shall pay the fixed amount of \$150.00 per day for coaching services at tournaments provided for the duration of this contract.
- 6.5** The Contractor shall reimburse the coach for legitimate expenses incurred in the provision of coaching services at the discretion of the Contractor. All such expenses must be vouched by way of copies of bank statements, cleared checks or credit card statements and copies of receipts which must be provided to the Contractor. Reimbursement of such expenses will be made directly by the Contractor.
- 6.6** Payment will be issued by Contractor bi-weekly. Payment shall be in the form of a check or electronic transfer.

- 6.7 Where the Coach is unable to attend a coaching session due to illness, he/she should inform Contractor as soon as possible. There is no entitlement to sick pay under the terms of this contract.
- 6.8 Contractor is not responsible for payment for academy, clinic or lessons that are cancelled due to inclement weather.

7. HOURS OF SERVICE PROVISION

- 7.1 The Coach shall provide a minimum of no less than 15 hours service a week, including time on Saturdays, Sundays, public holidays, and City Special Events and Programming at times commensurate with the training of athletes and as agreed with the Contractor, and this shall be considered normal hours.

8 TERMINATION OF AGREEMENT

- 8.1 The Coach may terminate this agreement by giving to the Contractor not less than two weeks notice in writing.
- 8.2 The Contractor may terminate this agreement by giving two weeks notice in writing.
- 8.3 In cases of gross misconduct, the Contractor reserves the right to terminate the Coaches agreement without notice or a payment in lieu thereof.
- 8.4 On termination of this agreement for whatsoever reason, the Coach must return to Contractor property, which is in their possession. The Coach will be liable to reimburse the Club for any loss of or damage to such property, except for fair wear and tear.

9 EXTERNAL ACTIVITY

- 9.1 Any external activity engaged in by the Coach must not be such as to interfere with the fulfilling of the terms of this agreement with the Contractor which includes a “non-compete” clause whereas the Coach agrees not to directly or indirectly compete with the business of the Contractor during the period of employment including private coaching and/or instruction at other City-owned neighbourhood tennis courts.
- 9.2 Any employment, self employment, working partnerships or consultancy work entered into by the Coach must not conflict with the interests of the Contractor and must have prior written authorisation from the Contractor. Approval may be given where this activity is not deemed to interfere with the fulfilling of the Coach duties and responsibilities to the North Shore tennis centre and/or where such activity is deemed not to be in conflict with the interests of the tennis

centre. Such approval will not be unreasonably withheld. Any approval or refusal will be subject to on-going review by the Contractor.

10 CONFIDENTIAL INFORMATION

10.1 In the course of, or for the purposes of this agreement, the Coach will acquire or have access to and be entrusted with information which is confidential to the Contractor, office or tennis centre. It is the Coach duty to observe such confidentiality. The restriction shall continue to apply after the termination of this agreement.

11 HEALTH AND SAFETY

11.1 While the Club will, as far as practicable, ensure a safe and healthy environment, the responsibility for personal health, safety and welfare while undertaking the duties of this agreement rests with the Coach. The Coach should ensure that the duties are conducted taking due care of health, safety and welfare without putting at risk the health, safety and welfare of himself, his colleagues, members of the tennis centre and members of the public.

I acknowledge receipt of and agree to the terms and conditions of this coaching agreement as set out.

Signed

Witness:

Date

Signed:

For and on behalf of VAN DAALEN TENNIS LLC, Martin van Daalen

Witness:

Date: