CLUB COACH CONTRACT AGREEMENT

(SAMPLE ONLY)

**Background**

The Squash Club is responsible for growing and supporting the game of squash in the community. The aim of this agreement is to provide coaching services for players of all ages and abilities within the community. The Club Coach has agreed to be contracted by Squash Club to provide services on the terms set out in this agreement. The Squash Club and Club Coach agree and acknowledge that their relationship is one of independent contractor and principal.

The terms of this contract are as follows;

**1. Agreement**

This agreement was made on [day, date, month, year) between:

**Parties**

Name of (address). (“the Club Coach”)

and

Club of (address). (“the Squash Club”)

This agreement is the entire agreement between both parties in relation to its subjects matter and supersedes, replaces and excludes all earlier representations, warranties or other obligations.

**2. Services**

Upon signing this contract, you will be known and advertised as the Club Coach and thus will act honestly, diligently and competently to fulfill the duties and responsibilities required to deliver the services, including (but not limited to):

* Developing, delivering and promoting individual (x hours) and group (x hours) coaching services and programmes to both members and non-members of all ages and abilities;
* Providing a new member orientation to help understand the new member needs, establish an induction schedule and promote participation options;
* Assisting the Squash Club to implement initiatives to increase participation and maximize the use of club facilities;
* Offering a pro shop service, including equipment sales and racket (re)stringing;
* Supporting the continued development of other coaches within the club;
* Running fun club tournaments for club members;
* Promoting the Squash Club in a positive light and encouraging club memberships to non-members;
* Working cooperatively with the Committee and keep them informed on the status of the Club’s facilities and equipment;
* Actively using club systems to resolve issues, support funding applications and accountability reports;
* Ensuring adherence to all Squash Club rules, policies and emergency procedures, including health and safety.

In return the Squash Club will provide the following (but not limited to):

* A full senior club membership;
* A yearly retainer (see clause 5);
* Use of courts (see clause 8);
* A designated Pro Shop space (see clause 9);
* Advertising opportunities (see clause 10);
* Access to club facilities (see clause 11).

**3. Term**

The initial term will be for x months from the [day, date, month, year). Notwithstanding the term, either party will have the right to terminate the contract on four weeks’ prior written notice. You will have access to the club and its’ facilities immediately.

**4. Renewal of Term**

On expiry of the initial term and provided by parties wish to do so, a renewed term will be discussed and agreed.

**5. Fees**

The Club Coach will be paid a yearly retainer of $xxx + GST per annum on receipt of an invoice and paid monthly in arrears. Any disbursements must be agreed in advance.

The Club Coach will also have the ability to earn income from setting up individual and group coaching programmes and services, getting new members to sign up, as well as the ability to earn from the Pro Shop.

New membership incentive: $xxx + GST for every new member from start date.

**6. Time Commitment**

The Club Coach shall work sufficient time to ensure effective delivery of the services.

**7. Reporting**

A Committee member shall be nominated to provide a communication system between the Committee and Club Coach. The Club Coach shall provide a brief written report to this person outlining the progress of the role, as well as updates on significant achievements and barriers faced. This will be presented no later than (date of month) for each Committee meeting.

**8. Courts**

The Club Coach will have access to the squash courts for the purposes of squash coaching. In peak times there is a restriction to one court per coach. Peak times are considered to be xday to xday (time to time) and xday (time to time). Due consideration is to be given to squash activities when booking courts. Examples of this are senior and junior club nights, interclub competitions and club tournaments.

When coaching Club Members there will be no charge for the use of the courts. Club funded coaching will be at a reduced rate of $xxx per session.

When coaching non-members of the club there will be a charge of $xxx per annum based on 100 hours of coaching. Any hours over this will be charged out at $xxx per hour. The $xxx is to be paid in quarterly instalments.

**9. Pro Shop**

The area known as the Pro Shop is located xxx. Rental on the area known as the Pro Shop will be free. Electricity is included in the rent. All products in the Pro Shop will be owned and sold by the Club Coach. The Squash Club shall not be responsible for damaged, lost or stolen goods or cash.

**10. Advertising**

The Squash Club, on its website, will provide a link to your personal website, along with advertising space and contact details. Other coaches will only have their names and contact details on the site.

Through the Club President you will also have access to the Squash Club membership list, Facebook page and other media forms to promote your squash coaching and other services.

The Club Coach will also have wall space and the ability to display posters and signage related to services around the club. These are to be displayed in areas that are agreed with the Club President.

**11. Facility Access**

You will be provided with a Squash Club override tag which provides access to the club and squash courts lights. This is for your professional business and personal use and it not to be utilized by any other people. You will also be provided with a key to the Pro Shop area.

**12. Assistant Coaches**

You may, with the prior written consent of the Squash Club, engage assistant coaches to carry out any part of the services. You will take full responsibility for all aspects of the assistant coaches’ performance and compliance with the terms of this contract and any relevant legislation.

**13. Misconduct**

If the Club Coach engages in serious misconduct, the Squash Club shall be entitled to terminate the contact without notice.

Serious misconduct shall include (but not be limited to):

* Wilful damage of property;
* Any acts of violence or harassment against any member or potential member of the Squash Club;
* Being drunk or using illegal substances whilst in the course of the agreement;
* Wrongfully disclosing confidential information.

**14. Health and Safety**

The Squash Club expects the Club Coach to adopt all Health and Safety procedures that are compliant with current Health and Safety legislation in New Zealand.

**15. Confidentiality**

This agreement, except as required by law, shall be treated by both parties as confidential and shall not be disclosed to any person except with the prior written consent of both parties.

**16. Not Employee**

Both parties acknowledge that nothing in this agreement shall expressly or by implication be neither read as establishing an employer / employee relationship.

The Club Coach will be responsible for the payment of all taxes, ACC levies and any other payments.

The Club Coach is free to engage in any other contract for services with the prior approval of the Squash Club.

**EXECUTION**

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| **Squash Club** |  | **Club Coach** |
| Name:  Date: |  | Name:  Date: |