

SAMPLE CONTRACTS

EXAMPLE 9. CLASS A PROFESSIONAL CONTRACT

THIS AGREEMENT made this ____ day of _____, 20__.

BETWEEN:

(“Golf Facility”, Hereinafter the “Employer”)

AND

(“Class A Professional Name”), of the

City of (_____), Province of Alberta

(Hereinafter the “Class A Professional”)

AGREEMENT

1) Recitals.

- A. The Employer requires the services of a Class A Professional for its golf operation at _____ (the “Club”), and desires to retain the Class A Professional to assist the Head Professional in operations of the Pro Shop and other matters as outlined in this agreement
- B. The Class A Professional is a registered and qualified Class A member in good standing of the Canadian Professional Golfers’ Association.

2) Term.

The term of this agreement shall be for a period of __ months commencing on _____, 20__ and terminating on _____ 20__, subject to prior termination as provided in Article 5 hereof.

3) Obligations of the Employer.

During the term of this Agreement the Employer agrees to:

- a. Pay to the Class A Professional _____ gross pay minus the appropriate CPP, UIC, and Income Tax act deductions. Payments will

commence at the end of _____20__, and continue on the 15th and end of each month thereafter until the contract expiry date of _____, 20__. When the last day of the month falls on a weekend, the installment will take place on the Friday immediately before the last day of the month. The above amount does not include vacation pay. Vacation pay will be payable at the end of this agreement, or pursuant to Article 5 of this Agreement.

b. The Employer will provide the Class A Professional with the following:

- 1) A ___% commission on Pro Shop sales generated by the Associate Professional, on clothing, (including footwear), golf clubs and golf bag sales. Items deemed accessories, i.e. headwear, balls, tees, gloves, umbrellas, etc., are not commissionable items. The commission will be paid _____, 20__.
- 2) Golf Equipment as may be supplied by a Manufacturer for use by the Class A Professional,
- 3) A tournament allowance of \$_____ dollars per season. If the tournament allowance is not used, the \$_____ is not collectible by the Class A Professional.
- 4) Allow the Class A Professional to conduct golf lessons at the Club, on a mutually agreed upon lesson rate and schedule. All revenues generated from golf instruction given solely by the Class A Professional are exclusively for the Class A Professional.
- 5) Head Professional agrees to provide accommodation and meal expenses for the Class A Professional while in attendance at the annual buying show of the PGA of Alberta, on an agreed upon attendance agenda.

4) Duties and obligations of the Class A Professional

During the term of this agreement, the Class A Professional covenants and agrees to:

- a) Assist the Head Professional with all aspects relating to the operation of the Pro Shop, to include but not limited to:
 - Tee time booking management, starter and marshal supervision
 - Pro shop and Golf Course (Green fees, power carts, driving range) sales, including Member charges and collection.
 - Assist with Tournaments (both Member and Corporate)
 - Assist with staff supervision, scheduling, and training.
 - Assist with club storage management and duties.
 - Assist with the supervision, management and operation of the Club's power cart fleet.
 - Assist with the daily presentation of a first class Pro Shop, and the immediate area surrounding the Pro Shop.
 - Assist with the management, supervision and operation of the Club's Driving Range operation.
 - Assist with the Direction of a Junior Golf Program, including Junior Clinics.
 - Be available for play with members when time permits.
 - Be available for member, guest and public golf instruction.
 - Represent the Club at tournaments designated by the Club.
- b) Assume the responsibilities of the Head Professional during their absence.
- c) Maintain membership in the Canadian Professional Golfers' Association.

d) Conduct themselves at all times in accordance with standards accepted and recognized for CPGA Golf Professionals.

e) Treat all fellow staff, management, Club members, guests, and public with dignity and respect.

f) Work a ___ hour work week. It is understood that there may be times when the Class A Professional may be required to work more than this, with the agreement that excess hours worked, may be taken in time off in lieu of at a mutually agreed upon time.

5) Termination

- a. For Cause - If during the Term of this Agreement, for any reason the Class A Professional shall become unfit or incapacitated to serve as Class A Professional pursuant to this Agreement, or if he shall fail to perform his duties as herein specified, this Agreement may at the sole option of the Employer, be terminated without further notice.
- b. Without Cause - The Employer may, at any time during the term, upon fifteen (15) days written notice, terminate this agreement.

IN WITNESS WHEREOF, the parties agree to the terms and understanding of this Agreement in full.

SIGNED, SEALED and DELIVERED

In the presence

Per: _____
Administration

Per: _____

Per: _____
Head Professional

Per: _____
Class A Professional