

Exhibit F

Sample employment agreement recommended by USPTA

The following contract contains ideas and suggestions for the basis of an employer-employee contract. It is not an independent contractor agreement. Since laws governing employment issues are complex and change frequently, we strongly advise that you seek legal assistance of an attorney before completing any agreement, regardless of whether you decide to use the ideas contained in this employment agreement.

(Includes suggestions in italics)

This agreement, entered into at _____ this ____ day of _____ 20____, by and between _____, hereinafter referred to as "CLUB," and _____, hereinafter referred to as "PROFESSIONAL."

Whereas, the CLUB is desirous of engaging the services of the PROFESSIONAL, and,

Whereas, the PROFESSIONAL is desirous of undertaking the duties of the professional of the CLUB,

Now, therefore, the parties, in consideration of the mutual covenants and agreements herein contained, agree as follows:

I. Term

The CLUB hereby engages the services of the PROFESSIONAL as its CLUB professional for the tennis facility operated by it at _____ for a term of _____ years, commencing _____, 20____, and ending _____, 20____, which shall be the term of this agreement.

(Once the club is clearly satisfied that it has the right person, a multiple-year contract (three to five years) should be offered. This provides the professional with the confidence and security to appropriately stock the tennis shop and make long-term program plans.)

II. Duties of the PROFESSIONAL

- A. The PROFESSIONAL shall devote his/her time, attention and energies to the performance of duties as tennis professional at the CLUB during the term of this agreement.
- B. In cooperation with the chairman of the tennis committee, the PROFESSIONAL shall conduct all tennis tournaments and shall initiate and promote tennis activities for members and guests.
- C. The PROFESSIONAL shall cooperate with members of the CLUB, guests and the chairman of the tennis committee, and render professional advice, opinions, assistance and services as required.
- D. The PROFESSIONAL shall maintain a credit rating with suppliers and manufacturers and others so as not to discredit the reputation or name of the CLUB.
- E. The PROFESSIONAL shall supervise, direct and train a staff of employees, including assistant professionals, so as to perform duties and meet requirements for sales, rentals and services that are, in the opinion of the CLUB and the PROFESSIONAL, necessary.
- F. The PROFESSIONAL shall operate and maintain a tennis shop for repairs, handling, storage, sales and services related to tennis equipment/accessories.
- G. The PROFESSIONAL will cooperate and work closely with the CLUB manager and other CLUB professionals.
- H. The PROFESSIONAL agrees to be available to attend the regular and special meetings of the board of directors/tennis committee and to discuss areas both within the realm of the PROFESSIONAL'S duties and those for the benefit of the CLUB.

(USPTA recommends that the tennis professional sit as a member of the professional management team in all board/committee meetings where operations of the club or facility are discussed.)

III. Duties of the CLUB

The CLUB agrees:

- A. To act as an agent for the PROFESSIONAL in collecting and distributing to the PROFESSIONAL all charges made by him/her to members and guests and others, in all related matters set forth herein, including sales, services, rentals and concessions. Said charges shall be paid to the PROFESSIONAL not later than the 10th of the month following submission of charges by the PROFESSIONAL to the CLUB, and payment of said amount to be guaranteed by the CLUB.
- B. To be responsible for the salaries of the tennis shop personnel, maintenance staff and others employed by the CLUB and supervised and directed by the PROFESSIONAL.

(It is important that the contract delineate which employees are paid by the club and which by the professional. To determine this, it may be helpful to establish who they are primarily serving, professional or club.)

- C. To encourage all tournaments, CLUB members and CLUB committees to purchase prize requirements from the tennis pro shop.
- D. To pay annual membership dues and registration fees for USPTA and its conventions to USPTA on behalf of the PROFESSIONAL.
- E. To provide medical and hospitalization coverage for the PROFESSIONAL.
- F. To provide life insurance coverage for the PROFESSIONAL.
- G. To include PROFESSIONAL in any pension or similar plans for CLUB employees.
- H. To provide meals for the PROFESSIONAL and assistants during all hours that they are required by their employment to be on the CLUB premises.
- I. To provide membership privileges for the PROFESSIONAL and his/her family.
- J. To name the PROFESSIONAL as an additional insured on the CLUB'S liability policies.
- K. To furnish PROFESSIONAL for his/her use and sole occupancy all necessary facilities, properly maintained, for the operation of his/her business, as set forth herein, including, but not limited to, areas on the CLUB premises for the tennis shop operation, tennis club services and business office, all including proper furnishings, fixtures, floor coverings and utilities.
- L. To furnish facilities to store, house and maintain all tennis equipment necessary to the facility.
- M. To furnish and maintain both a practice court and teaching courts as necessary for the PROFESSIONAL to conduct his/her lessons as well as those of his/her assistant teachers.

IV. Compensation

In addition to other remuneration herein indicated to be received by the PROFESSIONAL, under Paragraph V below, the PROFESSIONAL shall be paid for his/her services the sum of _____ dollars (\$_____) for each annual period, payable in 12 equal monthly installments commencing the _____ day of _____ 20____. In each succeeding year of this agreement, this sum will be adjusted to reflect the change in the cost of living based upon the previous year's index. During the term of this agreement, the PROFESSIONAL shall be under the supervision and directly responsible to _____ (title).

If the relationship between the CLUB and the PROFESSIONAL with respect to the employment referred to in this section shall be that of employer and employee, the CLUB shall pay all Social Security benefits and unemployment compensation taxes, and all other mandatory deductions, both federal and state, that are required of the employer with respect to such employment.

(A salary or retainer is the club's payment to the professional for his/her expertise in tennis, the developing of a program of events, promoting the club and the game, and managing a total tennis operation. It should be representative of his/her ability and the importance of his/her duties. Once the initial figure is established, it should take into consideration any changes in his/her responsibilities, and the cost of living on an annual basis. Traditionally, the professional reports directly to his/her tennis chairman. In cases where the professional serves as the pro/manager or general manager, he/she would report to the board or club president. The most important consideration is that the lines of reporting and communication are clearly defined.)

V. Concessions

In addition to performing the duties required under section II herein, the PROFESSIONAL shall perform the following duties, and shall retain all receipts for such services:

- A. **Sale of merchandise.** The PROFESSIONAL shall have the exclusive right to sell merchandise on the CLUB'S property with the obligation upon the PROFESSIONAL to maintain a proper stock to adequately serve the members. The PROFESSIONAL shall set and post business hours for the tennis shop according to the season.

(Club officials should strongly encourage members to purchase their tennis equipment from their professional, providing he/she has earned that loyalty. Club regulations generally limit the professional from advertising for outside business to expand his/her market. If the tennis shop is a service to the members, they should support it.)

- B. **Tennis instruction.** The PROFESSIONAL and his/her staff shall have the exclusive right to give tennis lessons at the location of the CLUB. Charges for such lessons shall be fixed by the PROFESSIONAL.

(The established charge should reflect the professional's reputation and experience plus a comparison of hourly charges for services in similar professions.)

- C. **Other.**

1. The PROFESSIONAL shall have the exclusive right to have a ball machine service for the practice enjoyment of the members and their guests. Said ball machines shall be provided by the PROFESSIONAL and all revenues realized from its rental shall be returned to the PROFESSIONAL.
2. The PROFESSIONAL shall supervise all tennis activities in connection with outside parties and shall provide the guests with adequate services including rental racquets, etc., as may be required. The PROFESSIONAL shall be compensated by each guest for his/her time and expense at normal rates.

- D. **Annual review.** It is agreed that, during the term of this contract, all concession rates and percentages are subject to an annual review.

VI. Vacations

Provided the PROFESSIONAL is not employed on a seasonal basis, he/she shall be entitled to time off during each week exclusive of any tennis events. In addition, the PROFESSIONAL, if employed on a 12-month basis, shall receive three (3) weeks' vacation during each annual period for which compensation under Paragraph IV shall be paid in full.

VII. Tournament play and meetings

The PROFESSIONAL shall have the right and is expected to represent the CLUB in various tennis competitions. He/she shall submit his/her tournament schedule (exclusive of events on his/her day off or during vacation) for approval by the tennis chairperson or board of directors. In the event that he/she qualifies, he/she shall have the right to play in the U.S. Open (or any other Grand Slam championship), any USPTA International Championship event or any circuit event held locally. PROFESSIONAL will also have reasonable time off, with compensation under Paragraph IV, to attend USPTA regional meetings and the USPTA World Conference on Tennis.

VIII. Termination

This agreement will terminate upon the happening of any of the following events:

- A. Upon its normal termination if not renewed.
- B. Upon the death of the PROFESSIONAL.
- C. Upon the physical disability of the PROFESSIONAL. Said disability shall be such as will incapacitate the PROFESSIONAL for an aggregate of six months during the working period of this agreement. After such period the CLUB can elect to terminate this agreement within 60 days after notice is delivered to the PROFESSIONAL.
- D. Upon written notice by the CLUB of termination for good and sufficient cause. Such good and sufficient cause shall include, but not be limited to, the following:
 1. Dishonesty detrimental to the best interests of the CLUB.
 2. Continuing inattention or negligence of duties.
 3. Serious illegal or immoral conduct.

In the event of termination of this agreement, the PROFESSIONAL shall be paid his/her compensation to and including the month of death or, in the event of disability, shall be paid to the last day of a month in which termination occurs.

In the event of termination by death, disability or by the CLUB other than for good and sufficient cause prior to the normal termination date, the PROFESSIONAL or his/her representative may elect to have the CLUB purchase all merchandise at PROFESSIONAL'S cost, less depreciation, as set forth under standard accounting practices, and to pay the same to the PROFESSIONAL or his/her representative within 30 days of the date of the notice of such election.

The PROFESSIONAL or his/her representative shall be responsible for all outstanding debts of the PROFESSIONAL.

IX. Breach

- A. In the event that either party claims that the other is guilty of a substantial breach of any of the provisions of this agreement, a conference will be called between the parties and every reasonable effort shall be made to reach an amicable solution. At said conference, either party shall be entitled to have representatives present.
- B. Either party shall have 30 days within which to correct any activity or conduct claimed by the other to have constituted a substantial breach of the agreement.
- C. In the event that either party notifies the other in writing within said 30-day period of its denial of said substantial breach, then the dispute shall be submitted for arbitration under and pursuant to the rules of the American Arbitration Association.
- D. In the event that either party shall, within said 30-day period, fail to correct the activity claimed to constitute a substantial breach of this agreement, or to notify the other party in writing of its denial of said substantial breach of this agreement, then this agreement shall cease and terminate as of the expiration of said 30-day period.

X. Arbitration

Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof.

XI. Notice

Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by registered or certified mail, in the case of the PROFESSIONAL to his/her residence, and in the case of the CLUB to its principal office.

XII. Construction

This agreement shall be controlled by the laws of the state in which it is drawn.

XIII. Severability

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

XIV. Waiver

Failure to insist upon strict compliance with any terms, covenants or conditions of the agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

XV. Waiver or modification

Any waiver, alteration or modification of any of the provisions of the agreement, or cancellation or replacement of this agreement, shall not be valid unless in writing and signed by the parties.

XVI. Benefit and assignment

This agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns.

XVII. Liquidated damages

In the event the PROFESSIONAL is discharged prior to the normal expiration of this agreement for reasons other than death, disability or for good and sufficient cause, the CLUB shall pay PROFESSIONAL the salary for the remainder of the term, plus an amount to cover anticipated profits to be derived from all other sources contemplated in this agreement and arrived at as follows:

- A. Using the PROFESSIONAL's latest federal income tax return, a total of net income from all other sources related to the CLUB will be divided by 12 and multiplied by the number of months remaining in the term.
- B. The amount arrived at shall be construed as liquidated damages and shall be paid by the CLUB to the PROFESSIONAL within 30 days of the termination of employment.
- C. Payment and acceptance of this amount shall be in lieu of any other claim the parties may have against the other.

XVIII. Relationship between parties

The PROFESSIONAL is retained and employed by the CLUB only for the purpose and to the extent set forth in this agreement. He/she shall be free to dispose of such other portion of his/her time, energy and skill as does not interfere with his/her obligation to the CLUB.

XIX. Renewal

This agreement will automatically renew itself for the same period as referred to herein unless written notice to the contrary is given by either of the parties hereto at least 90 days prior to the termination date of the agreement. Renegotiation should commence 180 days prior to normal termination.

XX. Entire agreement

This agreement contains the entire agreement between the parties. In witness whereof, the parties hereto have executed this agreement on the date first above written.

(Club)	(Date)
(Professional)	(Date)