PARKS & RECREATION

CONTRACT INSTRUCTOR AGREEMENT

Section 1:   Name, **Bad Dawg Tennis (dba), Gray Event Management LLC**

whose address is. **6010 Osage Pl** city/state/zip **Frisco, TX 75034**
(hereinafter referred to as "**Instructor**"), will provide the following classes to the Prosper Parks and Recreation Department.

Program Name: 1) **Tennis Instruction**

2) _____

3) _____

Program Description: **offer tennis classes to Prosper youth & adults**

Program Site: **Reynolds Middle School**

Section 2:   The **Instructor** will perform all program classes in accordance with the following conditions:
1) The **Instructor** will be responsible for the instruction of all classes.
   a) Instructor must arrive 15 minutes before class time.
   b) Instructor is responsible for basic clean up.
   c) Instructor must be present until every participant is picked up. Parent/Guardian **MUST** come to the door.
   d) Instructor is responsible to store all materials on their own. If this is not possible, this must be communicated to PARD staff 48 hours before the beginning of the program.
   e) All Instructors/Substitutes must subdue to a Town of Prosper background check 48 hours before program begins.
2) The **Instructor** will pay the town 30% of the program's revenue (an addendum will be attached if any variances). The **Instructor** will make payment to the Town after the Town receives an invoice from the **Instructor** and it is verified with registration reports.
3) The **Instructor** understands that a multi-child discount will be made available during registration, not to exceed $5 per additional child registered.
4) The Instructor will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of TITLE VII of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and 1974. In addition, the **Instructor** will comply with all local, state and federal laws.
5) All **Instructors** and substitute instructors must be at least 18 years of age as required by Texas Law.

Section 3:   The **Instructor** agrees to adhere to the rules and regulations of the Parks and Recreation Department and understands that the Town may cancel the *Contract Instructor Agreement* for any violation by the **Instructor** or in the best interest of the Town of Prosper as determined by the

Recreation Manager or designee. The **Instructor** shall abide by the Policies and Procedures set forth by the Parks and Recreation Department.

Section 4: This proposal is subject to the following special conditions: the number of students in each class and the fee for the class will be determined by the **Instructor**, subject to applicable review by Town Representative.

Section 5: The **Instructor** agrees to indemnify, defend and hold harmless, and hereby releases, the Town of Prosper, its representatives, employees and agents, from any and all claims, damages or causes of action arising from the performance or non-performance of this contract or related in any way thereto.

Section 6: The **Instructor** agrees to provide services for the period of commencing (dates/times per attachment).

Section 7: The **Instructor** understands that if this proposal is accepted by the Town, either party may terminate this agreement without cause by providing 30 days written notification to the other party, and neither party shall be required to continue its performance hereunder.

Section 8: Should **Instructor** breach this contract, the contract may be terminated by the Town immediately upon such breach by giving the **Instructor** three (3) days notice prior to the date of termination.

Section 9: Should this *Contract Instructor Agreement* be terminated under either section 7 or 8 of said contract, or by operation of the law, the termination shall not constitute a waiver or relinquishment of any claims or causes of action either party may have pertaining in any way said contracts while it was in effect.

Section 10: This agreement shall be governed by the laws of the State of Texas.

Section 11: Instructor or assistant will not be employed by the Town of Prosper and shall not be considered Town employees in the performance of this contract.

Reviewed By:

_____   _____
Town Representative   Date

Agreed By:

David W. May   1/17/24
Contract Instructor Signature   Date

6010 Osage Pl
Address

Frisco   TX   75034
City   State   Zip

469-774-4560
Contact Phone #'s

460-39-5752
Social Security Number