

**Pueblo El Mirage Pickleball Club**  
**(DRAFT) 2022/23 Special-Called Business Meeting**  
**DATE: April 14, 2023**

- I. Ron called the meeting to order at 1:15. Present were Ron Craig, Lynn VanLierop (by phone), Kurt Kassner (by Phone), Howard Peaslee, Kim Beam, and Michael Boothe.
- II. Rob Davidson Contract Discussion:
  - A. The Board discussed Rob's counter offer and agreed to specific changes to the contract and Rob said he would present the changed contract to Rob as soon as possible.
  - B. A copy of the final contract offer is printed below.
- III. Ron adjourned the Special-Called Business Meeting at 3:35 pm.

# INDEPENDENT CONTRACTOR AGREEMENT

I. **The Parties.** This Independent contractor Agreement (“Agreement”) is made between:

Client: Pueblo El Mirage Pickleball Club with a mailing address of 11201 N. El Mirage Rd., El Mirage, AZ, 85335 and

Contractor: Rob Davidson dba Team RNS LLC with a mailing address of 16501 N. El Mirage Rd., Lot 944, Surprise, AZ 85378

WHEREAS the client intends to pay the Contractor for Services provided, effective January 1, 2024 under the following terms and conditions:

II. **The Services.** The Contractor agrees to perform the following: Provide expertise and guidance with the day-to-day operations of the Pueblo El Mirage Pickleball Club (PEMPC).

Hereinafter known as the “Services”. See Attachment 1, JOB DESCRIPTION, for list of duties and responsibilities.

III. **Payment.** In consideration for the Services to be performed by the Contractor, the Client agrees to pay the following:  
Other: Total contract price will be \$7,500.00, to be paid in monthly increments of \$2,500.00

Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the client, not to be unreasonably withheld.

The Contractor agrees to be paid by the Client within five (5) days of invoice:

Monthly, beginning on February 1, 2024 until the completion of the Services on March 31, 2024.

IV. **Liability Insurance (Minimum \$1 million).** The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability (“Liability Insurance”). Contractor will add PEMPC and Roberts Resorts as added-insured.

The minimum amount (\$) for the Liability Insurance shall:

Be a minimum amount of combined single limit of \$1 million.

V. **Termination.** This Agreement shall end upon the:  
Date of March 31, 2024

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

**VI. Option to Terminate.** The Client and Contractor shall:

Have the option to terminate this agreement at any time by providing 14 days written notice.

**VII. Independent Contractor Status.** The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client; The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor; Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement.

**VIII. Business Licenses, Permits, and Certificates.** The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

**IX. Federal and State Taxes.** Under this Agreement, the Client shall not be responsible for:

Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

**X. Indemnification.** The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

**XI. Confidentiality.** The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without

the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's Services to the Client. Upon termination of the Contractor's Services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

**XII. Proprietary Information.** Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and The Client will be entitled to use Contractor's name and/or likeness in advertising and other materials.

**XIII. No Partnership.** This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

**XIV. Assignment and Delegation.** The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor (“Subcontractor”). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVI & XVII of this Agreement. If any such information is shared by the Subcontractor to third (3<sup>rd</sup>) parties, the Contractor shall be made liable.

**XV. Governing Law.** This Agreement shall be governed under the laws in the State of Arizona.

**XVI. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XXII. Breach Waiver.** Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

**XXIII. Additional Terms and Conditions.** Additional terms of the contract are:

1. Contractor agrees to meet with the Training/Mentoring Coordinator and volunteers in early November to conduct a training event for ‘Training the Trainers’ and ‘Training the Mentors’.
2. Contractor will be allowed, from October 1, 2023 – April 30, 2024, to conduct clinics, leagues, tournaments, camps, private lessons, etc. using the courts provided by the resort, and will schedule the above events with the Organized Play Coordinator so as not to interfere with APPL, Inter-Community, Club players’ and PEM visitors’ play.
3. Contractor will sign a Hold-Harmless waiver from Rob Davidson dba Team RNS LLC to PEMPC as well as Roberts Resorts for any such event as listed above.
4. PEMPC members will have priority to participate in the clinics or personal lessons and will receive a nominal discount.
5. There will be no minimum number of clinics (et.al) allowed during the terms of the contract as long as the conditions in item 2 above are met.
6. Contractor will notify the PEMPC Board with their proposed schedule for the month, not less than three (3) business days prior to the beginning of each month.
7. Contractor will meet with the PEMPC Board monthly to discuss contract performance.
8. Contractor agrees to meet with Robert Resorts Management to discuss matters that pertain to pickleball, if requested by PEMPC.

**XIV. Entire Agreements.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Client Signature/Date: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name: Ron Craig, President, Pueblo El Mirage Pickleball Club

Client Signature/Date: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name: Howard Peaslee, Vice President, Pueblo El Mirage Pickleball Club

Contractor Signature/Date: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name: Rob Davidson dba Team RNS LLC

## PEMPC Pro Job Description - 2023-2024

### Job Title

PEMPC Pickleball Pro

### Job Summary

The PEM Pickleball Professional will promote the PEMPC Mission and Guiding Principles. The Pro will be responsible for providing instruction, overseeing Skills-and-Drills events, assisting in the rating system, and creating various programs in support of PEM Pickleball Club. The Pro will work closely with the PEM Pickleball Club Board to ensure that club policies and procedures, and Pueblo El Mirage RV Resort guidelines are followed.

### Responsibilities and Duties

The Pro will:

- Work as an advisor to the Board regarding tournaments, charitable invitational events, and other events that both, earn income for the club, and encourage participation and charity within the club, to include:
  - The Pro will advise regarding tournament referee requirements, tournament structure, and timing for such events.
- Work with the Communications Committee to keep the PEMPickleball.com website updated regarding training opportunities
- Evaluate members when requested by the Ratings Committee on an as-needed basis to determine proper skill groupings to include evaluation of various components of the game
- Work closely with Club Organized Play and Training Leads to maintain a well-planned, well-run schedule of training and events, ensure maximum court utilization, and to ensure maximum opportunities for the members to improve their various components of the game, to include:
  - The Pro will monitor/play weekly in Mentored Round Robins at the 2.5, 3.0, 3.5, and 4.0 levels.
  - Using information gained from the weekly Round Robins, the Pro will develop skill-&-drills events for each level, to be offered one event per week.
  - The Pro will meet with the Training/Mentoring Coordinator and volunteers in early November to conduct a training event for 'Training the Trainers' and 'Training the Mentors'.



- Work closely with the Ratings Committee to establish fair, equitable, consistent, and authentic ratings procedures, designed to help players attain their appropriate rating level, to include:
  - The Pro will help in the design of appropriate Competitive Ladders and skills tests, and train Competitive Ladder Leads how to run and score the events.
  - The Pro will help in the design of an appropriate final ratings test and train Testing Leads how to run and score the event.
- Promote a pickleball program that actively aims to create a positive and enjoyable pickleball experience
- Introduce new events into the pickleball program that provide greater opportunity for the PEM members
- Ensure health and safety is promoted to the highest level

### Qualifications and Skills

The Pro will:

- Have a minimum of 3-5 years of experience teaching pickleball
- Be in good physical condition and able to work on his/her feet for long periods of time outside in an environment with varying conditions
- Be highly engaging, outgoing, energetic, and be a team player with a can-do attitude
- Be required to work flexible hours from time to time to include days, evening, weekends, and holidays

### Salary, Benefits, and Work Schedule

Salary \$7,500.00

Benefits

- The Pro will have access to the courts for private lessons, clinics, etc. October 1, 2023-April 30, 2024, provided it does not interfere with organized events or his/her ability to perform job responsibilities and duties as described above.
- The Pro will inform the PEMPC of all private lessons, clinics, etc. clinics both within the contract period and outside the contract period.

Work Schedule and Contract Period

- January 1, 2024 – March 31, 2024

- 9:00 - 3:00 daily, Monday-Thursday
- Periodic evening, weekend, holiday hours