

This agreement (Agreement) is made and entered into by the City of Grand Junction, Parks and Recreation Department (herein referred to as the City and/or the Department) and Tad Holloway (herein referred to as the Golf Pro).

AGREEMENT

This Agreement shall begin on November 1, 2012. The Golf Pro is hired **at will** and may be terminated by the Director of Parks and Recreation for any or no reason or without a reason being given. Notice of termination of this Agreement shall become effective by personal service or mailing to the address of the other, postage prepaid. The Golf Pro shall pay the City on a Monthly basis, to the time of termination or completion.

Because the Golf Pro's employment with the City is voluntarily entered into and is at will, the Golf Pro is free to resign at any time with or without notice or reason. Similarly the City is free to end, at any time, the employment relationship when it believes it is in the City's best interest and with out cause being given. While the Golf Pro and the City recognize and agree that there is an opportunity for a mutually beneficial relationship, it is further recognized and agreed that neither the Golf Pro nor the City have entered into any contract for a definite period, express or implied. The relationship is and will always be one of voluntary, at will employment.

DUTIES

The Golf Pro shall perform services, for and on behalf of the Grand Junction Parks and Recreation Department and its customers. The Golf Pro shall plan, organize and/or otherwise provide the services reasonably required to fully and completely perform his obligations under this agreement. The City expects and the Golf Pro shall provide services of a type and quality customarily offered by teaching golf professionals certified by the Professional Golf Association (PGA).

To evidence his full and complete understanding and acceptance of the terms of this Agreement, the Golf Pro shall initial the following paragraphs and sign the Agreement.

The Golf Pro agrees to use his best efforts to provide services on behalf of the City and its golf course customers and patrons, using his own professional training, experience and judgment to perform and provide services, work and a work product.

Golf Pro Initials JH

The Golf Pro shall not be eligible for leave, retirement and/or insurance benefits provided to City employees. The Golf Pro understand and agrees that he is not an employee and shall not claim or assert for any reason that he is an employee. As an independent contractor, the Golf Pro is not entitled to workers' compensation benefits nor unemployment insurance benefits unless the Golf Pro or some entity other than the City of Grand Junction provides those benefits and/or compensation coverage. The Golf Pro is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.

Golf Pro Initials JW

The Golf Pro shall incur no debt or other obligation for or on behalf of the City of Grand Junction and/or the Grand Junction Parks Department without prior written authorization from the City's Head Golf Professional.

Golf Pro Initials JQ

The Golf Pro may offer golf lessons, teaching, training or coaching services at other golf courses on a private basis, as agreed to by the City's Head Golf Professional. The Golf Pro shall not compete with the City or engage in or invest in or be a partner in any venture that results in competition to the City golf courses, golf facilities or golf training or education programs. The Golf Pro shall not violate any trademark, copyright or other protection of any training manual, book, publication, video or other golf training or education publication. The Golf Pro shall secure at his sole expense the necessary permission or authorization to use any and all training materials used, assembled, produced or compiled by him for instructional purposes. If the Golf Pro has authored or otherwise originally prepared any training manual, book, publication, video or other golf training or education publication the Golf Pro shall allow the City to use/allow the same to be used by him for instructional purposes, for the term of this Agreement, at no cost to the City. The Golf Pro acknowledges the sufficiency of adequate consideration for the making of this Agreement.

Golf Pro Initials JD

The Golf Pro shall on a monthly basis report the number of lessons taught at City golf courses (Tiara Rado and Lincoln Park) and deposit with the Director or his designee the payment received from the same. The Golf Pro and the City agree that the City shall receive 20% of group, private and golf school lesson revenue; the balance less uncollectable funds in the form of NSF checks, will be paid monthly to the Golf Pro. The Golf Pro and the City agree that the City shall receive 0% of golf clinic and junior golfer lesson revenue. "Group, private, golf school, golf clinic and junior golfer" are terms defined by the City's Head Golf Professional. The Golf Pro understands and agrees with how those terms are defined for the purposes of determining his compensation.

Golf Pro Initials JD

CAPACITY TO CONTRACT

Golf Pro by his signature below represents that he has read and fully understands and agrees with the terms of this Agreement and that the Agreement and each and every term thereof is freely, voluntarily and knowingly entered into with full understanding of the attendant rights and obligations.

Golf Pro Initials JH

Golf Pro acknowledges and agrees that he is not an agent of the City. Any provisions in this Agreement that may appear to give the City the right to direct the Golf Pro as to details of doing work or to exercise a measure of control over the work mean that Golf Pro shall follow the direction of the City as to end results of the work only.

DATED this 10 day of 31 2012.

GOLF PRO

Tad Holloway
Tad Holloway

CITY OF GRAND JUNCTION

by: Michael D Mendelson
Michael D. Mendelson