



INTERMOUNTAIN
IDAHO

Tennis is Elementary / Tennis 101& 201 Contract Labor Interest Form

I am interested in the following contract labor position(s):

- Site Director - responsible for equipment, court setup and on-court instructor assignments
- Instructor - responsible for running drills on court.
- Both

Personal Data:

Name: _____ Date of Birth: _____

Address: _____

City: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email: _____

Have you lived in any other states in the last 5 years: _____

If yes, please list states: _____

Best Way to Contact You:

- Phone Cell Phone E-mail

Are you 18 years or older?

- Yes No

Can you perform the essential functions of the position you are applying for?

- Yes No

Have you ever pleaded guilty, no contest, or been convicted of:
Felony or Misdemeanor

- Yes No

If yes,
Explain _____

(Answering "yes" to this question does not constitute an automatic disqualification for contract labor position)

Drug-Free Workplace:

The Idaho Tennis Association maintains a drug free workplace to protect its employees and the youth, families and individuals being served by the Idaho Tennis Association. Any use will not be tolerated.

Contract Labor Interest Form Continued.....

It would be most convenient for me to work at the following areas:

- Boise/Meridian Area
 - Nampa/Caldwell Area
 - Twin Falls Area
 - Idaho Falls Area
 - Pocatello Area
 - Other Areas _____
-

Schedule Availability:

The Idaho Tennis Association recommends that you be available for an entire program for consistency purposes. Please mark down any dates you are unavailable. (Note session times vary by school but are typically held right after school for 1hr in TIE and on Saturdays for 1.5 hours for Tennis 101 and 201): _____

Employment History: Most recent.

Employer/Company _____

Address, City, State, Zip _____

Phone: _____ Supervisors Name: _____

Dates: From _____ To _____ May we Contact Employer (Yes) or (No)

Describe in detail the work you did:

Education/Playing Experience

High School: _____ College: _____
Year Completed: _____ Year Completed: _____
Diploma: (Yes or No) Degree: (Yes or No)

Describe your playing experience: _____

Contract Labor Interest Form Continued.....

References:

Name _____ Phone _____ Years Known _____
Name _____ Phone _____ Years Known _____
Name _____ Phone _____ Years Known _____

Certifications: Check all that apply:

- CPR (Child/Adult) Exp. Date _____
- First Aid Exp. Date _____
- Other: _____

How did you hear this opportunity with Idaho Tennis?

Except as provided herein, IdTA acknowledges that it has no right to control or direct the details, manner or means by which you accomplish the results contemplated in this Agreement. My status under this Agreement shall be that of an independent contractor and not that of an agent or employee of IdTA. I am responsible for paying all employment-related taxes and benefits, including, but not limited to, federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items for the Contractor and any employees or agents of the Contractor. I understand that this contract position is limited in duration and served on an as needed. There is no fixed or recurring salary and my pay will be a variable amount based on the duration of my position. I understand that I will need to attend a training session, will receive a master instructor schedule from the IdTA office and will be paid monthly via check.

Signature

Date

Statements

I certify that all information in the contract labor interest form is true, complete, and correct, and I understand that any information provided by me that is found to be false, incomplete or misrepresented in any respect, will be sufficient cause to (1) cancel further consideration of this interest form, or (2) immediately discharge me from Idaho Tennis Association. Initial _____

I authorize the Idaho Tennis Association, its representatives, employees to contact and obtain information from all references (personal and professional), I hereby waive any and all rights and claims I may have regarding the Idaho Tennis Association, its employees for seeking, gathering, and using such information in the employment process and all other persons, corporations, and organizations for furnishing such information about me. I am aware that I have the right to make a written request for disclosure of the nature and scope of any report that may be ordered. Initial _____

I understand upon an offer of a contract position, the Idaho Tennis Association will conduct a criminal background check prior to and during my position as well as child abuse registry check and I am subject to random, accident follow-up, and drug testing. Initial _____

I am not a child molester, abuser, or pedophile; and have not been accused of being a molester or abuser. I understand that the Idaho Tennis Association does not condone child abusers and that the Idaho Tennis Association will be seeking information in my background related to child abuse. Initial _____

I understand that the Idaho Tennis Association will take any allegations or suspicions of child abuse seriously and will report such allegations to the police and state agencies for investigation. I also understand that if selected, at all possible times I am to avoid being alone with a single child where other staff or adults cannot observe me. Initial _____

I understand that the Idaho Tennis Association is committed to maintaining a drug-free workplace and will not tolerate any use. I also understand that I must report any work related performance issues of others who are not following the drug free workplace policy. Initial _____

I understand and agree that if I am selected, that this contract position is limited in duration and that I will serve on an as needed basis. There is no fixed or recurring salary and my pay will be a variable amount. Initial _____

I hereby acknowledge that I have read and understood the above statement and that I voluntarily sign this statement of interest form.

Signature of Interested Party

Date

Do not sign until you have read and initialed the above statements.



**INTERMOUNTAIN
IDAHO**

PERSONAL SERVICES AGREEMENT FOR SITE DIRECTOR/INSTRUCTOR

This Personal Services Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between the Idaho Tennis Association (the "IdTA") and _____ (the "Contractor") (collectively, the "Parties").

In consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **Engagement.** Subject to the terms and conditions of this Agreement, the IdTA hereby engages Contractor as an independent contractor to perform services as a Site Director or Instructor (the "Services"), which may include, but is not limited to:

- i) Provide site direction for the teaching of young children the sport of tennis in a fun, energetic, and active environment;
- ii) Promote, develop, and ensure implementation of the IdTA tennis program at a specific site location;
- iii) Determine curriculum for IdTA tennis program;
- iv) Conduct education and outreach to appropriate individuals/entities to increase awareness of IdTA's services;
- v) Actively recruit new players to participate in the IdTA tennis program;
- vi) Handle and maintain all equipment;
- vii) Organize and conduct court set up at site location;
- viii) Develop and maintain a cooperative working relationship with the contractors;
- ix) Instill a friendly and entertaining culture to the program and participants.

These Services may be amended in writing from time to time with revised or additional Services to be performed by the Contractor and agreed to by the IdTA and the Contractor.

a. *Location of Services.* The Contractor agrees and acknowledges that the majority of the Contractor's services will be performed by Contractor in the field at a specific site location. To the extent other premises are necessary, the IdTA is not responsible for providing premises for Contractor to perform the Services, and it is Contractor's responsibility to locate suitable premises.

b. *Manner; Hours; Schedule; Control of Work.* The manner in which the Services are to be performed, the specific hours to be worked by Contractor, the sequence of the Services to be performed, and Contractor's schedule may be determined by Contractor, in coordination with the IdTA, and consistent with the best interests of the clients. Contractor agrees to devote such time, energy, effort, and skill as is reasonably necessary to fulfill Contractor's obligations under this Agreement, and Contractor is responsible for the timely completion of the Services. The IdTA shall not have the right to exercise specific control over the particular method or methods by which Contractor performs the Services required by this Agreement.

c. *Exclusivity of Services.* The Contractor shall perform the Services under this Agreement on a non-exclusive basis and shall retain the right to provide the same or similar services to other clients, provided that such services do not conflict with the terms of this Agreement.

d. *Furnishing of Major Items of Equipment.* The IdTA is not responsible for furnishing materials and other major items of equipment necessary for Contractor to complete his or her services under this Agreement. However, the IdTA will provide basic materials and equipment for the clients that are the beneficiaries of the Contractor's Services.

e. *Training.* The Contractor acknowledges and agrees that he or she is qualified and adequately trained to perform the Services under this Agreement. The Contractor further acknowledges and agrees that the IdTA is not obligated to provide any training whatsoever with respect to the Services.

f. *Hiring, Supervising, and Paying Assistants.* The Contractor is permitted to hire, supervise, and pay assistants at the sole expense of the Contractor, provided those assistants are approved by the IdTA, in writing, prior to the assistants providing any services for the Contractor.

2. **Compensation; Records of Services; Payment; Expenses.**

a. *Compensation.* The IdTA shall pay to the Contractor _____ dollars (\$_.__) per session. A session is defined as at least one hour of site instruction. **Fix.**

b. *Records of Services.* The Contractor shall complete and submit such documentation as the IdTA shall reasonably require to verify the performance of the Services provided by the Contractor pursuant to the terms of this Agreement. The Contractor shall maintain and submit the records on a monthly basis according to the calendar month, or as otherwise reasonably agreed by the Parties.

c. *Schedule of Payment.* The IdTA will pay the Contractor once per month. Contractor's paycheck will be based on the number of sessions identified in the completed record of services for the prior month period.

d. *Expenses.* The Contractor acknowledges that the IdTA is not obligated to reimburse the Contractor for any expenses incurred by the Contractor in performing the Services under this Agreement.

3. **Confidentiality.**

a. *Confidential Information.* The Contractor acknowledges that he or she may have access to and may become acquainted with IdTA Confidential Information owned or licensed by the IdTA and/or used or developed by the IdTA in connection with the operation of its business. "Confidential Information" shall include without limitation any and all information that: (i) is disclosed by the IdTA to the Contractor either in tangible form (e.g., in writing or in the form of samples or prototypes or electronic form), or in intangible form (e.g., orally or visually); or (ii) the Contractor may observe, perceive, learn or develop while present at the IdTA's place of business or out in the field on IdTA business.

b. *Disclosure and Use.* Except as otherwise expressly agreed to by the IdTA in writing in advance, the Contractor shall not disclose any IdTA Confidential Information, directly or indirectly, to any third party(ies), nor use any IdTA Confidential Information during the term of this Agreement (or at any time thereafter) except as required in the course of this engagement with the IdTA to complete the Services hereunder for the benefit of the IdTA.

All files, records, data, documents, blueprints, specifications, information, letters, notes, media lists, contact lists, client lists, customer referral lists, original artwork/creative, notebooks and similar items relating to the business of the IdTA, whether prepared or developed by the Contractor or otherwise coming into the Contractor's possession, shall remain the exclusive property of the IdTA. The Contractor shall not retain any copies of any IdTA Confidential Information without the IdTA's prior written permission. Upon any termination of this Agreement, or if requested by the IdTA at any time prior to such termination, the Contractor shall immediately deliver to the IdTA all IdTA Confidential Information and all such files, records, documents, specifications, lists, information, and other items in the Contractor's possession or within the Contractor's control.

4. **Nonsolicitation.** For the purpose of protecting the IdTA's Legitimate Business Interests, the Contractor agrees that for the term of this Agreement, the Contractor shall not directly or indirectly, whether on the Contractor's own behalf or on behalf of a third party, solicit or divert or attempt to solicit or divert, for the purpose of providing any services that are similar to the services offered by the IdTA, any person who is a client of the IdTA (i) with whom the Contractor had contact in performing services on behalf of the IdTA or (ii) about whom the Contractor obtained information or gained familiarity while performing services on behalf of the the IdTA.

5. **Termination.**

a. *Termination by Contractor.* The Contractor acknowledges the importance of giving the IdTA adequate notice of termination so that the IdTA may continue to provide services for existing clients. The Contractor therefore agrees that the Contractor may terminate this Agreement without cause at any time upon thirty (30) day's prior written notice to the IdTA. Upon any such termination, the IdTA shall pay Contractor all applicable fees due for Services actually rendered or earned prior to the termination date.

Failure by the Contractor to provide thirty (30) days written notice of termination of this Agreement shall result in a forfeiture of all applicable fees due and unpaid to the Contractor, unless the Contractor provides sufficient proof to the IdTA that it was impossible to provide such notice. Whether proof provided in such circumstances is sufficient shall be determined in the sole discretion of the IdTA.

b. *Termination by the IdTA.* The IdTA may terminate this Agreement due to the Contractor's failure to perform the Services to the IdTA's satisfaction upon five (5) days written notice to Contractor describing the unsatisfactory Services. Upon such notice, the Contractor shall have five (5) days to cure any problems to the satisfaction of the IdTA. If the Services are still deemed unsatisfactory in the sole discretion of the IdTA, the Agreement shall be immediately terminated upon the expiration of the five (5) period. Upon any such termination, the IdTA shall pay the Contractor all applicable fees due for Services actually rendered or earned prior to the termination date.

c. *Additional Duties upon Termination.* Upon termination of this Agreement for any reason, the Contractor shall promptly: (i) return to the IdTA all materials or equipment in the Contractor's possession; (ii) return to the IdTA all IdTA Confidential Information (as defined above), all copies of any and all IdTA data, records, lists or materials of whatever nature or kind, including all materials incorporating IdTA Confidential Information; and (iii) deliver to the IdTA a written report describing and explaining all work completed as of the termination date.

6. **Conflicts of Interest.** The Contractor represents and warrants that the Contractor is free to enter into this Agreement, and that this Agreement does not violate the terms of any agreement between the Contractor and any third party(ies). During the term of this Agreement, Contractor shall devote as much of Contractor's time, energy, abilities and resources to the performance of the Services hereunder as is necessary to perform and complete the Services in a timely and productive manner.

7. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, or agent of, or joint venturer with the IdTA for any purpose. The Contractor is and shall remain an independent contractor to the IdTA. The IdTA shall not be responsible for withholding taxes with respect to the Contractor's compensation under this Agreement. The Contractor shall have no claim against the IdTA under this Agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, stock or investment benefits or employee benefits of any kind.

The IdTA will provide the Contractor, as an independent contractor, with a Form 1099 at the year-end reporting the Contractor's gross income payments received during the calendar year. As stated above, the Contractor is responsible for all taxes, including but not limited to, Federal Income Tax, State Income Tax, and Self Employment Taxes (Social Security and Medicare). The IdTA will not withhold any of the above taxes from the Contractor's payments. The Contractor is encouraged to meet with an accountant to develop a plan specific to the Contractor's tax situation. The Contractor understands that the Contractor is required to pay Federal Income Tax, Social Security and Medicare taxes on a quarterly basis.

8. **Compliance with Laws.** The Contractor shall observe and comply with all applicable laws, ordinances, rules and regulations related to the Services and shall procure and maintain in force all registrations, permits, licenses and approvals that are required by applicable law or governmental authority to provide the Services.

9. **Assignment.** The Contractor shall have no right to assign, transfer, subcontract or delegate this Agreement or any right, responsibility or obligation contained within this Agreement to any third party without the express prior written consent of the IdTA, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. **Choice of Law and Venue.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without regard to conflicts of laws provisions. The Contractor consents to the exclusive and personal jurisdiction and venue of the State of Idaho for any dispute involving this Agreement.

11. **Equitable and Injunctive Relief.** The Parties acknowledge that the Services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the IdTA under this Agreement are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement may cause irreparable injury and damage to the IdTA. The Contractor expressly agrees that the IdTA shall be entitled to seek injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor, and with no requirement to post or provide any bond or other surety. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the IdTA may have for damages or otherwise. The various rights and remedies of the IdTA under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

12. **Attorney Fees and Costs.** In any litigation, arbitration, or any other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

13. **Notices.** Any notice, communication or statement between the parties hereto relating to this Agreement shall be in writing and deemed to have been given upon delivery in person, by verified facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested, to the address or facsimile number of the respective party below:

To IdTA at:

To the Contractor at:

14. **Interpretation.** In this Agreement, words importing a singular number only shall include the plural and vice versa, and Section numbers and headings are for convenience only and shall not affect the construction or interpretation hereof.

15. **Entire Agreement; Facsimile/Counterpart Execution.** This Agreement is the entire agreement of the parties relating to the subject matter hereof and merges all prior discussions and understandings between the parties relating to the subject matter hereof. No amendment, change or modification to this Agreement shall be valid unless in writing signed by the parties hereto. If any provision of this Agreement, or any portion thereof, is held to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect. Failure by either party to enforce any term of this Agreement shall not be held a waiver of such term nor prevent enforcement of such term thereafter, unless and to the extent expressly set forth in a writing signed by the party charged with such waiver. This Agreement may be executed and delivered by facsimile and in counterparts, and shall be considered as original and whole if so executed and delivered.

IN WITNESS WHEREOF, the parties hereto have caused this PSA to be executed on the dates noted below.

The Idaho Tennis Association

The Contractor

By: _____
Name:
Title:
Date:

By: _____
Name:
Date: