

# BAR/CLUB MANAGER SERVICES CONTRACT

AGREEMENT BETWEEN:

The Pembroke Curling Centre Inc.  
428 Herbert St. P.O. Box 152  
Pembroke, ON, K8A 6X3

(Hereinafter referred to as "the Centre")

AND:

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(Hereinafter referred to as "the Contractor")

**Whereas,** the Centre wishes to have bar/club manager services performed as set forth below and;

**Whereas,** the Contractor agrees to provide bar/club manger services as set forth below.

**Therefore,** this contract witnesses that the parties hereto in consideration of the performance of the covenants, obligations, term and conditions stated herein, agree with each other as follows:

- **Purpose:** During the duration of this Contract, the Centre hereby engages the Contractor for the purpose of providing certain bar/club manager services and performing the obligations detailed in Appendix "A", entitled " Duties and Responsibilities", which is attached hereto.
- **Duration:** This Contract shall be for a term of one year effective as of May 01, 2017 and conclude on April30, 2018 and in full force and effect at the pleasure of the parties hereto.
- **Contractor Status:** The Contractor acknowledges that, for the purposes of any applicable employment legislation, there shall be no Employer/Employee relationship between the Centre and the Contractor. The Contractor shall be solely responsible for any and all provincial and federal statutory payments and/or deductions required to be made, including those required for the Canada and Quebec Pension Plans, Employment Insurance and Income Tax.
- **Remuneration:** For the duration of this Contract, the Centre shall remunerate the Contractor in accordance with the provisions of "Appendix B" of this Contract, entitled "Remuneration", which is attached hereto.

- **Termination:** Notwithstanding any other provision of this Contract, either party, giving at least two weeks notice to the other party, may terminate this Contract. Under such circumstances, the Contractor shall be entitled to all payments required to be made in accordance with this Contract for the period during which services were performed and until the date specified in the notice of termination.
- **Reporting:** The Contractor shall be responsible to report to the Board of Directors of the Centre.
- **Business Interruption:** The Centre shall cover the Contractor under the Center's insurance policy for payment under such contracts in the event of an interruption of services arising from an insured loss.
- **Governing Law:** This Contract shall be interpreted in accordance with the laws of the Province of Ontario as applicable from time to time. Any dispute arising from this Contract shall be settled in the appropriate judicial jurisdiction of the Province of Ontario.
- **Severability:** In the event that a court of competent jurisdiction shall deem any provision of this Contract void or invalid, the remaining provisions shall be and remain in full force and effect.
- **Waiver:** The waiver of either party of any breach or violation of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach or violation of this Contract.
- **Assignment:** This Contract shall not be assignable by the Contractor without the prior written consent of the Centre.
- **Inurement:** This Contract shall be binding upon the parties and shall inure to the benefit of their respective executors, administrators, heirs, successors and assigns.
- **Notices:** Any notice required or permitted to be given by one party of this Contract to the other party of this Contract shall be sufficiently given if delivered personally or if mailed by registered mail to the receiving party's last known address. If any such notice is given by mail, it shall be deemed to be given forty-eight (48) hours after the time it is posted.
- **Contract Amendment:** This Contract may be amended by mutual agreement of the parties hereto. Any amendments to this Contract must be in writing and signed by the parties hereto or they shall have no effect and shall be void.
- **Headings:** The headings utilized in this Contract are for convenience only and are not to be construed in any way as additions to, or limitations of, the covenants and agreements contained in this Contract.
- **Entire Agreement:** This Contract constitutes the entire agreement between the parties and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the services of the Contractor are terminated and

cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any such agreement. There are no representations, understandings, promises or undertakings affecting the relationship between the Centre and the Contractor unless specified herein.

- **Unauthorized disclosure:** During the course of this contract with the Centre, the Contractor shall not, without written consent of the Centre, disclose to any person any material or confidential information obtained by him/her during the course of this contract with the Centre, including, but not limited to, the names, addresses, phone numbers and services rendered to any customers'/patrons' facility rentals, the Centre or any of the Centre's contractors or volunteers, any credit information concerning such rentals, methods of office management, formulas, processes or suppliers the disclosure of which the Contractor knows or in the exercise of reasonable care should know, will be damaging information if made known generally to the public (other than as a result of unauthorized disclosure by the Contractor) or any information not otherwise considered by the Centre to be confidential. The Contractor shall not disclose any confidential information of the type described above, except as may be required by law in connection with any judicial or administrative proceeding or inquiry and except that disclosure of confidential information by the Contractor in the exercise of the Contractor's powers, duties and responsibilities in the reasonable belief that such disclosure is in the best interests of the Centre shall not be considered in violation of the provisions of this clause.
- **Right to Enter into This Contract:** The Contractor warrants and represents that he/she has the legal right to enter into this contract and that the Contractor does so willingly and that the Contractor has had the opportunity of receiving independent legal advice respecting the agreement and has obtained such independent legal advice as he/she has determined is necessary or desirable.

**Approvals**

Signed, sealed and delivered at Pembroke this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**FOR THE CLUB:**

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

**FOR THE CONTRACTOR**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**IN THE PRESENCE OF**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## APPENDIX "A"- DUTIES AND RESPONSIBILITIES

The following shall constitute the duties and responsibilities of the Contractor for the duration of the Agreement.

1. Check the answering service at the Centre daily either from the Centre or at home. And answer all telephone inquiries regarding hall/ice rentals and meet with renters to view facility and complete bookings;
2. Schedule third party ice and hall rentals and ensure all the rental agreements are signed, payments are collected, issue receipts and present copies of rental agreements to clients;
3. Accompany renters during set up times and provide all information pertaining to bar, licensed liquor area, smoking areas, curling ice area, hall (including the hall capacity, exits, washrooms) and kitchen use;
4. Advise all necessary volunteers (bar, kitchen, property) of hall rentals and bonspiels.
5. Receive bookings and maintain calendar for all club events including ice use, ice rentals, hall rentals and bonspiels;
6. Create the necessary processes and manage the ordering of various inventories to keep the bar well stocked properly at all times including ordering and receiving all beer orders, purchasing and delivery of all: liquors, coolers, mixes and all non-alcohol related items such as canned and bottled soft drinks, bottled water, plastic cups, munchies, etc.;
7. Provide accountability for all beer/liquor purchased and sold on a weekly basis.
8. Recommend pricing for various bar items to the Board;
9. Develop and maintain (in conjunction with the Treasurer) policies, procedures and controls to ensure that there is adequate accountability for bar revenues and that there is sufficient cash on hand to provide the bartenders and maintain a balance bar cash/float of \$400.00, at all times including bank runs to keep small bills and coin on hand;
10. Support the annual budget process by working with the Treasurer to forecast bar revenues;
11. Establish a rapport with representatives for beer/wine supplies;
12. Ensure that all equipment (fridges, soda fountain, etc) is clean and in good working order;
13. Identify equipment that needs repair or replacement and make recommendations to Board;
14. Apply for annual liquor license(s) and ensure that the Centre is in compliance with all liquor licensing requirements (ie: outlining Smart Serve requirements to Bar Volunteers);
15. Ensure that the bar is secure when the contractors duties are finished;
16. Support a volunteer information/training session on club procedures;
17. Be responsible for all linen rentals and the cleaning and maintenance thereof;
18. Provide necessary bar related paperwork/updates monthly to the Board;
19. Provide guidance to the caretaker for cleaning the facility as required; and
20. Ensure that the dishwasher is clean and in good working order c/w detergent, chlorine, paper test strips and that the water temperature of the water is at 60 degrees Celsius.

## APPENDIX "B" – REMUNERATION

1. In consideration of the services described in Appendix "A" the Centre shall pay the Contractor a weekly compensation of \$200.00.