

# EMPLOYMENT AGREEMENT

**Between:**

**The (1) Curling Club Limited  
(Hereinafter referred to as the Club)**

**And:**

**(2)  
(Hereinafter referred to as the Employee)**

**Whereas**, the Club wishes to employ a (3) to perform certain services as set forth below and;

**Whereas**, the Employee agrees to provide said services as set forth below.

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

## **1. PURPOSE**

During the duration of this Agreement, the Club hereby engages the Employee for the purpose of providing certain services and performing the obligations detailed in Appendix "A", entitled "Duties and Responsibilities", which is attached hereto. (4)

## **2. DURATION (5)**

This Agreement shall be effective as of (7) and, subject to paragraph 14 of this Agreement, shall remain in full force and effect at the pleasure of the parties hereto.

## **3. PROBATIONARY PERIOD (8)**

It is acknowledged that there shall be a sixty (60) calendar day probationary period for new employees. The probationary period may be extended by a further sixty (60) calendar days by mutual agreement of the parties hereto. An evaluation of the Employee's performance shall be carried out at least two weeks prior to the end of the probationary period. The employment of the Employee may be terminated during the probationary period without any further obligation to the employee.

#### **4. REMUNERATION**

The Club shall remunerate the Employee in accordance with the provisions of “Appendix B” of this Agreement, entitled “Remuneration”, which is attached hereto. (9).

#### **5. BENEFITS (10)**

The Club shall provide the Employee with the benefits described in Appendix “C” of this Agreement which is attached hereto.

#### **6. REPORTING (11)**

The Employee shall report to the Manager of the Club.

#### **7. BUSINESS INTERRUPTION (12)**

The Club shall cover the Employee under the Club’s insurance policy for payment under such contracts in the event of an interruption of services arising from an insured loss.

#### **8. GOVERNING LAW**

This Agreement shall be interpreted in accordance with the laws of the Province of (13), as applicable from time to time. Any dispute arising from this Agreement shall be settled in the appropriate judicial jurisdiction of the Province of (13).

#### **9. SEVERABILITY**

In the event that a court of competent jurisdiction shall deem any provision of this Agreement void or invalid, the remaining provisions shall be and remain in full force and effect.

#### **10. WAIVER**

The waiver of either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of this Agreement.

## **11. ASSIGNMENT**

This Agreement shall not be assignable by the Employee without the prior written consent of the Club.

## **12. INUREMENT**

This Agreement shall be binding upon the parties and shall inure to the benefit of their respective executors, administrators, heirs, successors and assigns.

## **13. NOTICES**

Any notice required or permitted to be given by one party of this Agreement to the other party of this Agreement 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.

## **14. AGREEMENT AMENDMENT**

This Agreement may be amended by mutual agreement of the parties hereto. Any amendments to this Agreement must be in writing and signed by the parties hereto or they shall have no effect and shall be void.

## **15. HEADINGS**

The headings utilized in this Agreement 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 Agreement.

## **16. ENTIRE AGREEMENT**

This Agreement 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 Employee 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 terms of this employment unless specified herein.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement in the City of Ottawa this     day of     . (14)

**The (1) Curling Club Limited**

**The Employee**

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**(15), President**

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**(16)**

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**Witness**

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**Witness**