

Worksheet for a Contract between a Curling Club and an Independent Contractor

- (1) Insert the type of services to be performed e.g. Ice Making and Maintenance, Management, Cleaning, Food, etc.
- (2) Insert the name of the Club and use the word “Limited” if the Club is registered as an entity with a Limited Liability Partnership or use the word “Incorporated” if the Club is registered as a Corporate entity by means of a Memorandum of Association.
- (3) Insert the name of the entity and the full name of the individual e.g. “John’s Ice Making Company and John William Smith”
- (4) To ensure that the Employer maintains sole control of the duties and responsibilities of the Contractor, a Job Description, or any of the duties or responsibilities of the Contractor, should appear in an Appendix to the Contract rather than in the body of the contract. Also the last section of any Job Description should contain a phrase such as “other duties as required from time to time, as determined by the Club” or “other related duties, as determined by the Club”.
- (5) If the Contract is for a period of one year or more, the following wording may be used.

“This Contract shall be for a (8) period and shall become effective as of (7) and conclude on (7)”.
- (6) Insert the curling season e.g. 2005/06
- (7) Insert the Month, Date and Year
- (8) Insert the length of the Contract e.g. one year.
- (9) It is recommended that wording similar to the following be used in the “Remuneration Appendix”. (In this example we have used a Contract with a duration of one year, annual pay of \$36,000 and bi-weekly payments).

“For the duration of this Contract, the Club shall pay the Contractor, a total amount of thirty-six thousand dollars (\$36,000). Said amount shall be paid in twenty-six equal installments of one thousand three hundred and eighty-four dollars and sixty-one cents (\$1,384.61). Such installments shall be made bi-weekly on Friday”.

(10) A notice period of more than two weeks may be provided. However, for short term contracts (annual or curling season), two weeks notice should be sufficient. It should be noted that if the Club wishes to release the Contractor immediately, they may provide the two weeks pay in lieu of the notice. Therefore, a longer notice period may be more costly to the Club.

(11) It is important that a Contractor is “responsible” (answerable) to the Board of Directors of the Club. However, for operational efficiency, the Contractor should report to an individual determined by the Board of Directors. Wording such as the following example for an Ice Technician Contractor may also be used.

“The Contractor shall be responsible to the Board of Directors of the Club and shall report to the Chair of the Ice Committee established from time to time by the Board of Directors. The Contractor shall liaise with the Manager of the Club to determine ice usage requirements”.

(12) This provision is intended for key personnel such as a Club Manager or Ice Technician and should only be included in Independent Contractor Agreements for such individuals. Clubs should check their insurance policies to ensure that this coverage is part of their insurance policy. If it is not this paragraph should not be included in the Contract. It should be noted that the Insurance Broker endorsed by the CCA includes such coverage for key personnel in their standard policy designed for Curling Clubs.

(13) Insert the Province or Territory.

(14) Amend to reflect the location and date the Contract was signed e.g. “the Town of White Rock this 22nd day of June, 2006”.

(15) Insert the name of the entity e.g. John’s Ice Making Company.

(16) Insert the full name of the President of the Club or the full name and title of a designated signing official.

(17) Insert the full name of the Contractor e.g. John William Smith.

When signing the contract each page, (including the Appendices) except the signature page must be initialed by the club president (or signing officer) and the contractor. It is not necessary that the witnesses initial each page.