PGA PROFESSIONAL GOLF INSTRUCTOR CONTRACT

- 1. This contract by and between the <u>MWR Department</u>, located at <u>Naval Weapons Station</u>, <u>Seal Beach</u> hereinafter referred to as the Nonappropriated Fund Instrumentality (NAFI), and <u>Insert Name</u>, <u>PGA</u> hereinafter referred to as the PGA Instructor, is to provide golf lessons for beginner, intermediate and advanced golf students on an individual or group basis. Such instruction shall be the result of a mutual agreement between the PGA Instructor and each student as to scheduled time and number of lessons.
- 2. Golf lessons shall be offered to students to either learn the basic skills or advance their golfing skills at a steady pace. Students will be offered instruction in every facet of the game including: grip, stance, address, swing principles, chipping, pitching, driving, putting, sand play, and trouble shots.
- 3. The PGA Instructor shall schedule lessons to accommodate the number of students registered and make required schedule adjustments to facilitate optimal learning conditions with regard to ages, skill level, and individuals involved. Lessons may be scheduled all days of the week with instruction being provided during periods that the instructor is off-duty. Lesson schedules shall be coordinated with the golf shop staff to ensure that there are no conflicts with tournament requirements on the driving range and teaching areas.
- 4. The Instructor is fully cognizant that this contract is a contract for golf lessons during off-duty time, and, at such time, an employee-employer relationship does not exist between the Instructor and the NAFI. The Instructor, while off the clock giving lessons, is not considered an employee of the NAFI and is not covered by Workmens' Compensation, group life, accident or health insurance, nor other benefits associated with an employer-employee relationship. Therefore, it is the Instructor's responsibility to obtain at its own expense, all licenses and permits, and to pay such taxes and fees as may be required of the Instructor by federal, state, and local governments in the execution of the terms of this contract. The Instructor shall comply with all laws, rules, and regulations applicable to the service provided under this contract.

- 5. The PGA Instructor shall ensure that all students are registered and have paid in the golf shop before proceeding with scheduled lessons. Receipts will be presented and retained by the instructor.
- 6. The PGA Instructor shall be responsible for the completeness, accuracy and timeliness of lessons. The "lesson book" will be located in the golf shop with available times noted for lessons. The golf shop staff will ensure that all required information is completed on the "student lesson card" provided by the PGA Instructor when the student signs up for a lesson for the first time. After lessons are completed, the PGA Instructor shall attach the receipt to the student card and include with the payment request at the end of each month.
- 7. The NAFI will provide a designated area on the driving range and range balls in good condition. Students who do not have their own equipment may have access to a "rental club set" which is in good condition.
- 8. All lessons will be scheduled to comprise either a half-hour or one-hour duration and will begin and end on time.

9.	Lesson	fees	shall	be a	as	follows:	(See	attachment	(1))

- 10. NAFI will pay golf instructor <u>90%</u> of collected fees for golf lessons. (NOTE: Common practice is for Class "A" PGA Professionals to receive 90% of collected fees for golf lessons. PGA apprentices 80% of the collected fees).
- 11. This agreement shall be for (\underline{X}_{-}) days, (\underline{X}_{-}) months, $(\underline{\textbf{01}}_{-})$ year(s) from the effective date of this contract. The contract may be extended for additional periods (when in the best interest of the NAFI). The extensions may not exceed (\underline{X}_{-}) days, (\underline{X}_{-}) months $(\underline{\textbf{04}}_{-})$ year(s). In no event, however, will the period of performance exceed five (5) years.

12. This contract will become effective upon signature by both parties.

13. NAF Contract clauses apply (see attachment (2)).

14. Additional provisions within attachment 3 apply to this contract.

PGA Professional Golf Instructor Date

Date

NAF Contracting Officer

Attachment (1)

Golf Lesson Fee Schedule

Individual Lessons

17 years and under	½ hour lesson	\$20.00
E-5 and Below	½ hour lesson	\$20.00
E-6 and Above/Retired	½ hour lesson	\$25.00
DOD	½ hour lesson	\$30.00
Sponsored Guest	½ hour lesson	\$50.00

Series of Lessons

17 years and under	Five ½ hour lesson	\$80.00
E-5 and Below	Five ½ hour lesson	\$80.00
E-6 and Above/Retired	Five ½ hour lesson	\$100.00
DOD	Five ½ hour lesson	\$120.00
Sponsored Guest	Five ½ hour lesson	\$200.00

Playing Lessons

	3-Holes	6-Holes	9-Holes
17 years and under	\$40.00	\$60.00	\$80.00
E-5 and Below	\$40.00	\$60.00	\$80.00
E-6 and Above/Retired	\$50.00	\$100.00	\$125.00
DOD	\$60.00	\$120.00	\$155.00
Sponsored Guest	\$100.00	\$200.00	\$275.00

Attachment (3)

Additional Provisions To PGA Instructor Contract

- 14a. This contract is separate and distinct from the junior program, monthly free group lessons/club demonstrations, tournament "beat the professional" incentives and other golf programs provided by the golf course during on duty scheduled time.
- 14b. Under rare and unusual circumstances that would be in the best interest to the patron requesting playing lessons, the PGA Instructor may be allowed to defer from the work schedule to accommodate a patron's golf lesson. In this circumstance, permission must be provided by the Golf Course Director or MWR Site Manager. During the time the playing lesson is being provided, the PGA Instructor will be considered off duty and the employee-employee relationship will not exist.
- 14c. Each year up to the 5 years of existence, this contract will be reviewed. If during this time, the Naval Personnel Command updates this contract within the BUPERSINST 1710.11, this contract will be modified to reflect those changes in the year in which they were published.