

ACTIVITY

CONTRACT FOR SERVICES

Contract Number: CAOCOM-05-T-0005

This contract, made and entered into on MAY 31, 2005 by and between MWR MID-ATLANTIC REGION CENTRAL ACCOUNTING OFFICE (GOLF) nonappropriated fund instrumentality (hereinafter called NAFI) and JAMES P. O'NEIL (herein called contractor). Subject to the provisions set forth thereunder. The parties agree to contract for the furnishing of GOLF INSTRUCTION responsibilities specifically described in Appendix A hereto. The parties agree as follows:

1. Performance of Service/Price: The Contractor agrees to perform services in accordance with the attached Appendix A at the prices set forth herein at 90% OF FEES. The NAFI will not be liable for any costs incurred by the Contractor other than those specified above.

2. Contract Period. The period of performance for this contract will be for 3 YEARS from the commencement date. The contract service period shall begin MAY 31, 2005. The NAFI may extend the term of this contract for successive periods of 0 YEARS. The Contracting Officer will advise the Contractor in writing at least 30 calendar days before the contract period expires of the activity's desire to extend the period of the contract. The total duration of this contract, including any extension pursuant to the option exercised under this clause will not exceed five (5) years from the date of the original contract.

3. Payment Cycle. In consideration for the services rendered, the NAFI agrees to pay the Contractor monthly, or on expiration of this contract, whichever occurs first. The amount to be paid the Contractor under the terms of this contract will be that amount stipulated above, unless otherwise specified by a modification to this contract.

4. The Contractor will submit invoices to the requesting activity, and payment of invoices will be accomplished within 5 days of presentation of the invoice.

MWR MID-ATLANTIC REGION CENTRAL ACCOUNTING OFFICE
1682 PIERSEY STREET, BLDG. KN
NORFOLK, VA 23511-2815

5. Subcontracts. The Contractor will not subcontract parts or the whole of this contract without obtaining the Contracting Officer's consent. If a subcontractor is permitted to execute part or all of this contract, the Contractor will continue to be held responsible for all provisions of the contract in total.

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6. Licenses, Taxes, Permits, and Fees. The Contractor is fully cognizant that this contract is a contract for services and that an employee-employer relationship does not exist between the Contractor and NAFI. The Contractor is not an employee of the NAFI and is not covered by Workmen's' Compensation, group life, accident or health insurance, nor other benefits associated with an employer-employee relationship. Therefore, it is the Contractor'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 Contractor by federal, state, and local governments in the execution of the terms of this contract. The Contractor shall comply with all laws, rules, and regulations applicable to the service carried on under this contract.

7. Payment Rates. Payment for services performed by the Contractor will be made at the rate prescribed in paragraph 1, upon submission of the Contractor of proper invoices to the NAFI designated herein and at the time provided for herein. Payments must be made in accordance with the clause titled "Invoices."

J.F. DAVENPORT

Print Name of Contracting Officer


Signature of Contracting Officer

5/27/05
Date

MWR MID-ATLANTIC REGION CAO
1682 PIERSEY ST., BLDG. KN
NORFOLK, VIRGINIA 23511-2815
ATTN: ALBERTA ANTOINE

(757) 444-9474 FAX 444-5374
Address & Telephone Number

James P. O'Neil

Print Name of Contractor


Signature of Contractor

034-44-3207
Social Security Number

5-23-05
Date

JAMES P. O'NEIL
817 MAITLAND DRIVE
VIRGINIA BEACH, VA 23454

(757) 426-8144
Address & Telephone Number

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APPENDIX A

WORK SHALL BEGIN ON MAY 31, 2005 AND BE COMPLETED NO LATER THAN MAY 30, 2008. CONTRACTOR IS TO PROVIDE THE GOLF INSTRUCTION. THIS SERVICE CONTRACT MAY BE CANCELLED BY EITHER PARTY WITHOUT CAUSE, WITH A THIRTY DAY WRITTEN NOTICE. THE ATTACHED CLAUSES APPLY. THE CONTRACTOR WILL PROVIDE, BUT NOT BE LIMITED TO:

- PGA GOLF INSTRUCTION TO PATRONS AT THE EAGLE HAVEN GOLF COURSE LOCATED ON NAVAL AMPHIBIOUS BASE LITTLE CREEK IN NORFOLK
- CONTRACTOR SHALL ALSO PROVIDE GOLF INSTRUCTION TO JUNIORS, AS WELL AS VARIOUS CLINICS GIVEN BY MWR
- CONTRACTOR SHALL RECEIVE 90% OF FEES BASED UPON THE FOLLOWING RATES:
 - ONE (1) HALF HOUR LESSON - \$25.00
 - FOUR (4) HALF HOUR LESSONS - \$85.00
 - FIVE (5) HALF HOUR LESSONS - \$100.00
- SPECIFIC LESSON SCHEDULES SHALL BE COORDINATED WITH THE CONTRACT POINT OF CONTACT
- MWR POINT OF CONTACT FOR THIS CONTRACT IS VINNY SPAGNUOLO AT 757-433-2588