

PGA PROFESSIONAL GOLF INSTRUCTOR CONTRACT

1. This contract by and between the _____, located at _____ hereinafter referred to as the Nonappropriated Fund Instrumentality (NAFI), and _____ 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 his/her 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.

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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 as follows:

10. NAFI will pay golf instructor ____% 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 (____) days, (____) months, (____) 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 (____) days, (____) months (____) 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 attached).

PGA Professional Golf Instructor

Date

NAF Contracting Officer

Date

Section 322 of BUPERSINST 5300.10 will be modified as follows:

322. Additional Compensation and Payment of Fees. No employee will be compensated wholly or in part by supplemental remuneration composed of fees and/or commissions. As an exception, up to 90 percent of fees collected by the MWR may be paid to the golf professional or other NAF contract instructor provided the following requirements are met:

a. A contract must be prepared.

(1). The contract will provide that all lessons be conducted while the individual is off of the clock in a non-work status. Schedule adjustments may be made as necessary by the supervisor to ensure that the employee works the required number of hours in a workweek. During the period of time that the individual is conducting lessons, he/she is a private contractor and is not considered as a NAFI employee or NAF benefits or risk insurance programs including worker compensation. The individual is responsible for all risks, insurance and liabilities incurred or required for contractors while conducting the lessons.

b. All lesson fees collected will be paid to the NAFI, listed as income to the NAFI and become the property of the NAFI.

c. The contract may provide for NAFI to pay the qualified instructor up to 90 percent of the fees collected for each lesson he/she conducts. This payment will not be issued as part of the employee's normal pay for included in his/her regular paycheck and will not be considered as employee compensation for any purpose. At the end of the year, the NAFI will issue a Form 1099 to the individual indicating the amount of funds paid to him/her. The individual contractor is responsible for all taxes (income, social security, medicare, etc.) related to the contract income.

d. The NAFI will have internal controls to ensure these requirements are met.

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