

<Your Club Name>, carrying on business as <Your Club Name>, (hereinafter called <Your Club Name>),

- and -

(hereinafter called the "Contractor")

THIS AGREEMENT made as of the day of , 200 .

B E T W E E N:

WHEREAS <Your Club Name>, subject to the terms and conditions contained herein, wishes to engage the Contractor, on a self-employed basis, in order to obtain and apply the knowledge and expertise of the Contractor to <Your Club Name>'s business operations (hereinafter called the "Business");

AND WHEREAS the Contractor has agreed to make available to <Your Club Name> the benefit of his/her knowledge and expertise upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto covenant and agree as follows:

1. Scope of Services: <YOUR CLUB NAME> retains the Contractor, as an independent contractor, to provide to <YOUR CLUB NAME> the personal services of the Contractor in connection with <YOUR CLUB NAME>'s Business. The services (the "Services") to be provided by the Contractor are described in Schedule "A" hereto and shall include any changes and additions mutually agreed upon by the parties. The Contractor agrees to devote his/her best efforts and attention in the provision of the Services to <YOUR CLUB NAME> and to well and faithfully serve <YOUR CLUB NAME> and to promote the best interests of <YOUR CLUB NAME> to the best of his/her ability.

2. Fee for Services: In consideration for making the Services available to <YOUR CLUB NAME>, <YOUR CLUB NAME> shall pay to the Contractor bi-weekly, on invoice, the fee described in Schedule "A". In addition to the compensation referred to in this paragraph 2, the Contractor shall be entitled to be reimbursed for reasonable and proper business expenses incurred in connection with rendering the Services to <YOUR CLUB NAME>. All payments to the Contractor by <YOUR CLUB NAME> specified in this agreement shall be paid promptly on presentation of an invoice and are subject to any and all required withholding taxes or deductions.

3. Term of Services: Subject to the termination rights specified in paragraphs 4 and 5, this agreement may be terminated by either party giving the other two (2) weeks' written notice of such termination and upon the expiration of such notice this agreement shall be terminated;

4. Termination of Services: On any failure by the Contractor to substantially perform or observe any of its obligations or agreements which are contained in this agreement, <YOUR CLUB NAME> may immediately terminate this agreement and the Contractor's Services. Failure shall be deemed to include, but is not limited to, the occurrences specified in paragraph 5.

5. Insolvency of Contractor: It is agreed that the Contractor's Services shall be deemed to be automatically terminated on the Contractor becoming bankrupt or insolvent or suffering any act of bankruptcy or making an assignment for the benefit of creditors or on the death or total incapacity of the Contractor. Total incapacity of the Contractor shall mean that the Contractor due to impairment, physical or mental, shall, in the opinion of <YOUR CLUB NAME>, acting reasonably, be unable to substantially perform the Services.

6. Documentation: The Contractor shall provide to <YOUR CLUB NAME>, on written request, copies of his/her business registration documents, if any, and Income Tax and Goods and Services Tax registration numbers.

7. Permits and Compliance: The Contractor shall be responsible for obtaining all necessary permits and licences and for complying with all applicable codes and regulations in connection therewith. The Contractor shall also comply with all laws, regulations and orders in council of any municipality, county, regional government, provincial or federal jurisdiction, including but not limited to, labour wages, workers compensation, hours of work, safety and health conditions and other similar provisions during the supply of Services hereunder.

8. Taxes: All charges to <YOUR CLUB NAME> payable under this agreement are inclusive of all taxes (other than Goods and Services Taxes), customs duties, levies and similar charges payable in or to any jurisdiction or authority whatsoever. <YOUR CLUB NAME> shall have the right to deduct from all payments required to be made under this agreement any and all amounts required by law to be withheld in accordance with applicable provisions.

9. Non-solicitation: The Contractor covenants and agrees with <YOUR CLUB NAME> that upon termination of this agreement and for a period of one year immediately thereafter, he/she will not, without the prior written consent of <YOUR CLUB NAME>, either alone or in association with any person, firm or corporation, whether as an employee, shareholder or otherwise, directly or indirectly, in any manner whatsoever, be a party to or abet in any solicitation of customers or suppliers of <YOUR CLUB NAME> or call upon to sell, or endeavour to sell to any of the customers of <YOUR CLUB NAME> any products or services in competition with the products or services of <YOUR CLUB NAME> or seek in any way to take away, hire, employ or endeavour to persuade or entice any of the employees or independent contractors of <YOUR CLUB NAME> to leave their employment

or cease to provide their services, as the case may be, or to be a party to or abet any such action. The Contractor agrees that all restrictions contained herein are reasonable and valid and all defences to the strict enforcement thereof by <YOUR CLUB NAME> are hereby waived by the Contractor.

10. Confidentiality: The Contractor covenants and agrees that he/she will not either during the term of this agreement or thereafter,

(a) except in the proper course of the provision of Services to <YOUR CLUB NAME> hereunder, divulge to any person whomsoever and will use his/her best endeavours to prevent the publication or disclosure of any trade secrets or any information concerning the Business or finances of <YOUR CLUB NAME> or any other dealings, transactions or affairs which may come to his/her knowledge during or in the course of the provision of Services hereunder ("Confidential Information"); or

(b) use any Confidential Information in any manner whatsoever, either alone or in association with any person, firm or corporation, whether as an employee, shareholder or otherwise, directly or indirectly, for any purposes other than those for the exclusive benefit of <YOUR CLUB NAME>; provided, however, Confidential Information shall be deemed not to include information which is or becomes generally available to the public other than as a result of disclosure by the Contractor.

11. Return of Records: Upon the termination of this agreement, the Contractor agrees to deliver to <YOUR CLUB NAME> all documents and records in his/her possession or under his/her control which relate in any way to the Business of <YOUR CLUB NAME>.

12. Severability: If any provision of this agreement is deemed to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the validity of any other provision of this agreement, and each and every paragraph, sub-paragraph and provision of this agreement is hereby declared and agreed to be severable.

13. Records: The Contractor shall keep or cause to be kept full, timely and accurate records in reasonable form and detail as may be requested and approved by <YOUR CLUB NAME> of the Contractor's Services and to which <YOUR CLUB NAME> and its designated employees, agents and representatives shall have access at any reasonable time for the purpose of examination or audit.

14. Independent contractor: Notwithstanding anything in this agreement to the contrary, it is understood and agreed between the parties that the Contractor is an independent contractor and not an employee of <YOUR CLUB NAME>.

15. Indemnification: The Contractor covenants and agrees, at all times, to indemnify and hold <YOUR CLUB NAME> safe and harmless from and against any and all actions in which a judgment

has been rendered, liabilities or damages which <YOUR CLUB NAME> may incur or suffer at the suit of any party as a result of, or arising out of, the negligence or the wilfull misconduct of the Contractor in the performance of this agreement as well as any amount, including interest and penalties, which <YOUR CLUB NAME> may become obligated to pay as a result of any tax assessment or re-assessment of vby any provincial or federal taxing authority for failure by <YOUR CLUB NAME> to deduct, withhold or remit such amount in respect of any payments made or to be made herein by <YOUR CLUB NAME> to the Contractor. The provisions of this paragraph 15 shall survive the expiry or termination of this agreement and shall continue in full f<Your Club Name>e and effect, notwithstanding such expiry or termination.

16. Notice: Any notice required or permitted to be given for the purpose of this agreement shall be in writing and shall be sufficiently given if personally delivered to the Contractor or to <YOUR CLUB NAME>, or on an officer of <YOUR CLUB NAME>, as the case may be, or sent by telegram or registered letter, postage prepaid and addressed to the Contractor at the address described in Schedule "A" and to <YOUR CLUB NAME> at 884 Southdown Road, Mississauga, Ontario, L5J 2Y4 and such notice shall be deemed to have been received on the day it was personally delivered or on the third business day following the day on which it was mailed or telegraphed, as the case may be; provided, however, if at the time of mailing any such notice, normal postal services shall have been interrupted through strikes or other similar irregularities, then such notice shall be deemed to have been received on the third day following the resumption of normal mail service.

17. Assignment: <YOUR CLUB NAME> shall have the right, at its election, to assign this agreement to any person, firm or corporation. The Contractor shall not assign his/her rights under this agreement without <YOUR CLUB NAME> 's prior written consent, which consent may be unreasonably withheld.

18. Enurement: This agreement shall enure to the benefit of and shall bind the parties and their respective heirs, executors, administrators, successors and permitted assigns.

19. Entire agreement: This agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this agreement. In the event <YOUR CLUB NAME> issues a purchase order or other instrument covering the Services herein, such purchase order, invoice or instrument, to the extent that the terms of such document conflicts with the terms and conditions of this agreement, shall be deemed to have been issued for <YOUR CLUB NAME> 's internal purposes only and any such conflicting terms and conditions contained therein, whether printed or written, shall be of no f<Your Club Name>e or effect except and to the extent as required to be provided pursuant to this agreement.

20. Headings: Descriptive headings are inserted solely for convenience of reference. They do not form a part of this agreement and are not to be used in interpreting this agreement.

21. Jurisdiction: It is the intention of the parties that this agreement and the performance under it be

construed in accordance with and under and pursuant to the laws of the Province of Ontario and that in any action or other proceeding arising out of, in connection with, or by reason of this agreement, the laws of the Province of Ontario shall be applicable and shall govern to the exclusion of the law of any other forum without regard to the jurisdiction in which any action may be instituted.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the date written on the first page of this agreement.

SIGNED, SEALED AND DELIVERED)

in the presence of

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CONTRACTOR

<YOUR CLUB NAME>

Per: _____

SCHEDULE "A"

Description of Services

Yearly Compensation

Contractor's Address