

1099 Independent Contractor Agreement

This 1099 Independent Contractor Agreement ("Agreement") is made effective as of (**date**) _____, by and between **Premier Golf Lessons LLC "General Contractor"** of Kennewick, Washington 99336 and **(1099 Contractor Company Name)** _____ of (**address info**) _____

Recitals

The **1099 Contractor company** _____ has entered into a contract **dated** _____ with **Premier Golf Lessons LLC** of Kennewick, Washington 99336. Under this contract, **Premier Golf Lessons LLC** has agreed to Pay our 1099 partners **55%** of the hourly lesson rate for teaching our clients golf lessons. This amount is **paid per one-hour lesson** and you will be paid every Friday for the previous week's sum total of your lesson hours.

****IN ORDER TO BE PAID-** You must submit via email a **Lesson Report** for each lesson that you did that day- we need a separate report for each lesson for that day, to keep track of you and our clients. Example: If you teach 4 lessons today, you will need to submit 4 separate Lesson Reports. ****All Lesson Reports for the day need to be submitted by 11:59pm.**

This report is mandatory because it's how we verify & confirm that you taught the lesson to the client at the designated golf course as agreed to. Here is what the Lesson Report consists of (you can also download a copy on our **Forms** page as well.

Lesson Report

The Lesson Report is constructed like this:

- **1099 Contractor Business Name & Phone #:**
- **Customer Name & Phone #:**
- **Type of Lesson (circle):**
 - **Driving Range/Chipping/Putting**
 - **On Course (9 or 18 holes- please indicate)**
- **Date & Time of Lesson:**
- **Lesson Duration (1 hour in most cases):**
- **Golf Course:**
- **Was the lesson completed by both the instructor & customer: Yes or No?**

Then you & the customer both sign & date it and you're all set! You can download a copy of the Lesson Report on our 1099 Contractors as well as Forms page.

Premier Golf Lessons LLC wishes to subcontract with the Subcontractor (1099 Contractor partner) for a portion of the services contemplated by the Original Contract. The Subcontractor is willing to provide such services and agree to the terms & conditions of this contract.

Requirements for Partnership

The Subcontractor/1099 Independent Contractor Partner **MUST** apply for their own business license and be registered with the Secretary of State, Dept of Licensing and IRS to enter into any agreement with Premier Golf Lessons LLC. 1099 Independent Contractor may also obtain any extra elements their business needs such as Insurance, Liability Waivers, Business Checking & Savings Account, etc. at their own efforts and expense- although these extra items are not necessary. The only documentation Premier Golf Lessons LLC needs is your Business License to get started.

Agreement

Therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Description of Services. Beginning on **(Date)** _____ the Subcontractor will provide the following services and/or materials (collectively, "Services"): As our 1099 Independent Contractor partner you will provide golf lessons & instruction to our clients.

This is how the process works: Client pays Premier Golf Lessons LLC and after payment is completed, Premier Golf Lessons LLC will then email the client lead & information out to our 1099 contractor network in the area and whoever signs up and confirms the appointment with the customer gets it.

*In the event that Premier Golf Lessons LLC is unable to find a 1099 contractor for an in-person lesson for our clients, Premier Golf Lessons LLC will refund the client and handle the entire process. This is not something you have to worry about as a 1099 partner, we will notify the you & our 1099 network, that we were unable to match the customer with an instructor and refunded them.

The Subcontractor (1099 Contractor) will complete the services strictly in accordance with any applicable plans and specifications as contained in the Original Contract, and in a workmanlike manner, meeting all local and state building codes, including the Uniform Building Code or other applicable local regulations.

2. Payment for Services. In exchange for the Services, Premier Golf Lessons LLC will pay the 1099 Independent Contractor partner in the amount of **55% of the lesson revenue**. Most lessons are at least \$70 /hour or more so you would be paid 55% of that. We pay you via Business Check, Venmo or Paypal. Example: the customer buys a single adult lesson for \$70/hour- you agree to teach, $\$70 * 55\% = \mathbf{\$38.50}$ **for your one-hour lesson payout**. As mentioned earlier, payments will be made to you (1099 partner) **every Friday** for the previous week's total lesson count.

Premier Golf Lessons will withhold 100 percent of each payment until your lesson report is completed & submitted each day by 11:59pm. 1099 Contractor will be paid after Premier Golf Lessons receives & verifies the contractor's Lesson Report and confirms with the customer that the lesson was rendered.

3. Completion. All Services shall be completed by the Subcontractor (1099 Contractor) for every lesson. You are expected to be on time, at the correct golf course, and acquainted with the customers by the designated start time for that lesson.

4. Permits. Premier Golf Lessons LLC shall be solely responsible for obtaining and paying for all necessary permits, licenses, and any other instruments required to perform the Services. The Subcontractor will fully cooperate with the General Contractor in obtaining any permits and licenses, as necessary.

**Premier Golf Lessons LLC will obtain & manage the contract with the golf courses, the only license you will need is your own Business License and in some cases (if the golf course requests it) Business Insurance. It is advised that you create your own Liability Waiver in the event that someone injures themselves during a lesson with you (the 1099 Contractor). Premier Golf Lessons LLC waives all liability, rights, legal responsibilities and legal ties to any and all injuries that occur between 1099 Contractor and customer, and Premier Golf Lessons LLC will not be held responsible. 1099 Contractor agrees to inherit all lawsuits, fines, fees, penalties or any other repercussions that come from supplying golf lessons & instruction to Premier Golf Lessons LLC customers.

5. Indemnity and Insurance.

- (a) The Subcontractor agrees to indemnify and hold harmless the General Contractor- Premier Golf Lessons LLC and their respective agents from all claims, losses, damages, expenses, fees including attorney fees, costs, settlements, and judgments arising out of the performance of the Subcontractor or

resulting in whole or in part from the actual or alleged acts, omissions, or breaches of this Agreement by the Subcontractor, or the violation of any relevant laws by the Subcontractor or its employees, agents, or others under its control while performing the Services under this Agreement.

- (b) The Subcontractor (1099 Contractor) shall maintain insurance policies, of each and every type, with provisions and coverage amounts substantially identical to, the corresponding requirements of the General Contractor (Premier Golf Lessons) as described by the terms of this contract. The Subcontractor shall provide the General Contractor with written proof of compliance with this paragraph prior to the commencement of the Services.

6. Change Orders. If the Owner requests or requires any change, either expanding or limiting the work to be performed under the Original Contract, the Subcontractor shall accept such change orders. The General Contractor agrees to provide the Subcontractor with written notice of any such change orders as soon as practical after the General Contractor receives such notice. Any resulting increase or decrease in the subcontract price provided for in the "Payment of Services" section must be in writing, mutually agreed to, and signed by both parties. If the parties are unable to reach an agreement regarding any price adjustment for a change order, the Subcontractor will proceed with the change order work, and the matter shall be submitted to arbitration under the laws of Washington within 30 days from the issuance of the change order. Such arbitration shall set the change order price allowing the General Contractor a reasonable profit, after considering direct costs and reasonable overhead expenses.

7. Unforeseen Conditions and Acts of God.

- (a) Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during interaction between Premier Golf Lessons LLC and 1099 Contractor partner shall be the sole responsibility of the General Contractor (Premier Golf Lessons LLC). Further, the Subcontractor (1099 Contractor partner), shall not be held responsible for reasonable delays caused by such conditions.
- (b) This Agreement is subject to force majeure, including without limitation, accidents, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, weather conditions, labor strikes, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the parties. The Subcontractor shall not be held responsible for reasonable delays caused by such events but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance.
- (c) Nothing in this Agreement shall preclude the Subcontractor's claims for recovery of delay damages caused by the General Contractor, the Owner, design professionals, or parties other than the Subcontractor, its employees, agents, or others under the Subcontractor's control on this project.

8. Default. The occurrence of any of the following shall constitute a material default under this Agreement:

- (a) The failure of the General Contractor to make a required payment when due.

- (b) The insolvency or bankruptcy of either party.
- (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- (d) The failure of the Subcontractor to deliver the Services in the time and manner provided for in this Agreement.

9. Remedies on Default. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Agreement if the default is not cured within 30 day(s) after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

10. Relationship of the Parties. The provisions of this Agreement are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership, or other relationship between the General Contractor and the Subcontractor other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee, or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Agreement. Similarly, the Subcontractor expressly acknowledges that it is not an agent, employee, or representative of the Owner and covenants to represent itself accordingly.

11. Access, Signage Rights, and Design Plans.

- (a) During the term of this Agreement, the Subcontractor shall have at all times reasonable access to the golf course and both the Subcontractor and the General Contractor will take all reasonable steps necessary to communication to both the golf course and customer of the lesson transaction and the details associated.
- (b) During the term of this Agreement, the Subcontractor may erect one temporary sign showing its name, service mark, trade name, or other commercial name, identifying the Subcontractor as performing the Services on the construction project. The sign must be appropriate in appearance, style, and size, and must conform to all applicable federal, state, and local laws.

**Independent Contractor is permitted to displaying a maximum of 2 items showing their company name and/or contact information- (a sign and a shirt, or a shirt & a hat, etc).

***1099 Independent Contractor MUST AGREE to not solicit, sell to, market to, disparage, persuade or dissuade, or promote in any way, their company to any and all of Premier Golf Lessons LLC clients. Any such sales, persuasion, promotion or other influence hindering Premier Golf Lessons LLC business, revenue, sales, reputation and their customer's relationships, will not be tolerated and will constitute immediate grounds for separation of the business relationship and void this contract. Premier Golf Lessons LLC also reserves the right to pursue legal action or arbitration should 1099 Contractor violate these terms & conditions.

- (c) Premier Golf Lessons LLC will make available to the 1099 Contractor all documents necessary to render the transaction to our customers. Any such materials shall remain the property of the General Contractor (Premier Golf Lessons LLC). The Subcontractor (1099 Independent Contractor partner) will promptly return all such materials to the General Contractor upon completion of the Services.

12. **Notices.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person, by certified mail, or email with the document signed & in PDF format to Premier Golf Lessons LLC at the email address of matt@premiergolflessons.com The notice shall be deemed received when delivered or signed for and confirmed received by the receiver Premier Golf Lessons. *Any notices issued by Premier Golf Lessons LLC will be sent via scanned email, fax or snail mail. Any notices issued by Subcontractor to Premier Golf Lessons LLC need to be signed and sent in PDF format to matt@premiergolflessons.com- any further coordination needed will be agreed upon by both parties.

13. **Entire Agreement.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. **Waiver.** No waiver by either party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

15. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Amendment.** This Agreement may be modified or amended only if made in writing and signed by both parties.

17. **Applicable Law.** This Agreement shall be governed by the laws of Washington- or whatever state the Subcontractor lives in (will customize their contract accordingly).

18. **Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

19. **Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement, other than those described in the section entitled "Change Orders," will be submitted to mediation in accordance with any statutory rules of mediation in Washington. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

20. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, representatives, successors, and assigns.

21. **Signatories.** This Agreement shall be signed by **Matthew Welch, Owner of Premier Golf Lessons LLC** and by **(Legal Personal Name)** _____ on behalf of **(Company Name)** _____ and shall be effective as of the date first written above **(date)**

_____.

The Subcontractor (**1099 Contractor**)

Company Name: _____

Personal Name: _____

Signature: _____

Date: _____

The General Contractor (Premier Golf Lessons)

Company Name: **Premier Golf Lessons LLC**

Personal Name: Matthew Welch

Signature: _____

Date: _____