



THIS AGREEMENT made as of the 30th of October, 2024,

Between:

Cedarbrae Community League Association
(the “Contractor” or “CCLA”)

And

Brent Johner
(the “Contractee”)

WHEREAS:

1. The Contractor is a community organization which runs Cedarbrae Community Center, and engaged in providing recreational services to the Calgary community;
2. The Contractor and the Contractee have agreed to enter into an employment relationship for their mutual benefit:

THIS AGREEMENT WITNESSES that the parties have agreed that the terms and conditions of the relationship shall be as follows:

1. Terms of Contractor Relationship:

- (1) The Contractee will be employed by the Contractor in the position of Head Coach of Pickleball at Cedarbrae Community Center. The Contractee agrees to be bound by the terms and conditions of this agreement, and will comply with all reasonable instructions as may be given by the Board of Directors of Cedarbrae Community League Association (the “Board” or the “Board of Directors”).
- (2) The Contractee’s primary responsibility under this contract will be to run development programs, including lessons and other training programs at Cedarbrae Community

Center, within the bounds set out below. It is agreed and understood that other agreements may be reached between the Contractor and Contractee from time to time to have the Contractee run other pickleball programming at the Cedarbrae Community Center. Any such agreements are separate and distinct from this Agreement, and are not to be construed as agreements to alter the terms of this Agreement.

- (3) The Contractee agrees that he is not an Employee of CCLA. He is an independent contractor. The Contractee is not exclusively employed by CCLA, and is entitled to be employed elsewhere outside of his scheduled duties as detailed in this contract.
- (4) The Contractee will be under the direct supervision of the Board of Directors of CCLA, and will report to the Board of Directors, directly. The Contractee will have the discretion to run his pickleball training programs as he sees fit within the bounds of the policies and direction that are provided to him by the Board of Directors, the CCLA Bylaws, or other CCLA policy documents that may be provided to him from time to time.
- (5) The term of this contract shall be for at least 12 months from the date of the signing of this Agreement. Termination of this Agreement prior to the end of this term requires the written agreement of both the Contractor and Contractee. After 9 months from the date of signing of this Agreement, either the Contractor or Contractee may terminate this agreement on 3 months written notice. If such notice is not provided, this Agreement will continue to remain in effect until such time as notice is provided. Alternatively, the Contractor and Contractee may mutually agree to extend the term of this Agreement with written consent.

Guaranteed and Flexible Court Times

- (6) The Contractee shall have exclusive access to the Cedarbrae Community Center gym for the running of pickleball training programming within the times designated as “Guaranteed Times”. These times will be guaranteed to the Contractee, as reasonably practicable, barring unforeseen circumstances that make the gym unavailable to programming, or on agreement between the Contractor and Contractee to change these Guaranteed Times.
- (7) The Board may also grant the Contractee access to the Cedarbrae Community Center gym for the running of other pickleball programming outside of his Guaranteed Times. Any additional time not specifically designated under this contract as “Guaranteed Time” shall be considered “Flexible Time”. Any Flexible Time that is granted to the Contractee may be changed at the sole discretion of the Board in the circumstances where another use for the gym is seen by the Board to have higher priority. This may include one-time events, gym rentals to outside renters, or other circumstances where the Board considers

another use of the gym to have higher priority. The Board's discretion to change gym accessibility for Flexible Times shall be exercised only in good faith, with reasonable notice.

Nature of Pickleball Programming

- (8) All pickleball programming run by the Contractee is to be run on the basis of the CCLA's punchcard system (or any replacement system adopted, at the sole direction of the Board of Directors).
- (9) It is agreed that the amount of punches for each training program shall be set at 2 punches per hour, unless otherwise agreed to by the Contractor and the Contractee in writing.
- (10) The Contractee shall have exclusive access to the gym ("Court Time") for lessons and training programs from 6am to 9am every weekday all year round. This is Guaranteed Time, and any change to this scheduling requires the agreement of both the Contractor and Contractee.
- (11) The Contractee shall also have access to the gym for Court Time from 7:30am to 1:30pm to provide lessons on Saturdays for one weekend per month. This shall be treated as Guaranteed Time, although, additional Saturday Court Time may be allotted to the Contractee, at the direction of the Board, as Flexible Time.
- (12) The Contractee shall also have access to the gym for Court Time from 7:30am to 1:30pm to provide lessons on Sundays for one weekend per month. This shall be treated as Guaranteed Time, although, additional Saturday Court Time may be allotted to the Contractee, at the direction of the Board, as Flexible Time.
- (13) The Contractee shall have permission to film training sessions that he conducts under this Agreement, provided that he obtains written consent of all the students in those sessions in advance. The Contractee shall have the right to post any videos created in this manner on his YouTube channel, or on the YouTube channel of the Racquet Network, provided that an appropriate disclaimer is included to ensure that it is clear that the Racquet Network is not associated with Cedarbrae Community Center or the CCLA. These videos may not include any content that disparages the reputation of the Cedarbrae Community Center or the CCLA, and may not post any other content that otherwise violates the policies and procedures of the CCLA or the bylaws of the CCLA.

Parameters of Program Management

- (14) The Contractee has the title of Head Coach.
- (15) The Contractee shall be entitled to contract other employees and instructors for pickleball training sessions conducted during his Guaranteed Times or Flexible Times, provided that the costs of those employees and instructors is paid by the Contractee out of his portion of the revenue (as further detailed below). Unless otherwise agreed, these employees and instructors are not employees of CCLA, and CCLA does not accept any liability in relation to their employment.
- (16) The Contractee shall have discretion to determine the parameters of pickleball training programming conducted during his Guaranteed Times or Flexible Times, except as otherwise laid out in this Agreement. The parameters which the Contractee shall control include the content of programming, the duration, class sizes, and cancellation policies of those programs. Other parameters shall be set with consultation and agreement of the Board.
- (17) The Contractee shall be provided with sufficient storage space for gear, teaching tools and balls, which shall include a minimum of two full size lockers and one small coat locker in the area of the Cedarbrae Community Center behind the kitchen.

Access

- (18) The Contractee shall have building access including a key or fob, and any alarm codes necessary to facilitate such access. The Contractee shall not allow anyone other than himself to use the key or fob assigned to him, without approval of the Board, and shall not share any alarm codes to the facility with anyone, without Board approval.
- (19) The Contractee shall have access to a CCLA laptop, for use within the building, and shall have use of CCLA's printers for use in performing his duties.
- (20) The Contractee shall have access to and non-exclusive control of any pickleball related sections of the website, Sign-Up Genius, or any other online platform of CCLA as may be utilized for pickleball programming during the course of this Agreement. The Contractee shall have control over the content of these platforms as it relates to the programming he is entitled to conduct within his Guaranteed Times and Flexible Times, but the CCLA will retain control over any other content on any of the discussed platforms.

- (21) The Contractee shall have access to and permission to use contact information for all pickleball members of CCLA, provided that those members have consented to the dissemination of their contact information for this purpose. If any member withdraws consent to be contacted by the Contractee, the Contractee shall honour this request and cease attempts to contact the member in question.
- (22) The Contractee shall have reasonable access to Court Time in the gym when no other programs are booked in the gym in order to run programs or play sessions with either members or non-members. These are considered Flexible Time, and may be changed with reasonable notice at the discretion of the Board.
- (23) If the Contractee is given access to Flexible Time by the Board, under this Agreement, and chooses to use it for non-training purposes, such as open play, rated play, or other non-coached activities, the cost for participation for members to this programming shall be one punch of the punchcard. If Flexible Times are used for training programs, the cost for participation for members shall remain two punches.

Financial Commitments

- (24) At the time of this Agreement, the CCLA uses a punch card system. The current cost of a 10 punch pass is \$80.00, making each punch on the card worth the equivalent of \$8.00 CDN (the “Price”). The Board may increase the Price of the punch card at its direction, but shall not lower the Price of a punch below its current amount plus inflation (as indexed on an annual basis starting January 1, 2026). If the CCLA chooses to lower the price of a punch below the Price, the Contractee’s portion of the revenue, as discussed below, shall be deemed to be as if the Price had remained at the current rate plus inflation.
- (25) Given the Price of a punch, as described above, it is agreed that all training programs under his Agreement run during the Contractee’s Guaranteed Times or Flexible Times shall cost 2 punches per hour, while all non-training activities offered by the Contractee during Flexible Times shall cost 1 punch per hour to any CCLA member. The parties may mutually agree to change these prices by written agreement.
- (26) It is Agreed that any fees for programs run under this Agreement shall be available at the above mentioned rate for CCLA members. Pricing and access to programs for guests of CCLA members shall be set and agreed to between the Parties on a mutual basis. Any such agreement may be changed only on mutual agreement of the Contractor and Contractee.

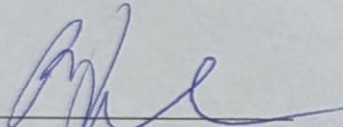
- (27) Any revenue generated from programming under this Agreement shall be split, with 50% going to the Contractor and 50% going to the Contractee. The cost of any additional coaches or staff to run these programs will be incurred by the Contractee out of the Contractee's portion of the revenue. Any general facility costs, such as general facility staffing, facility maintenance, heating, electricity, and any other costs related to the running of the facility, shall be incurred by the Contractor out of the Contractor's portion of the revenue. The Contractor shall also cover any reasonable costs incurred for online promotional and booking programs required for booking and promoting programming under this Agreement, including, but not limited to, the Cedarbrae website and Sign-Up Genis. The Contractor shall also cover any reasonable costs incurred for credit card processing, membership management and general administration. The Contractor shall also cover any Pickleball Bracket fees up to \$20 USD per month, or in another amount to be agreed to by the Parties from time to time.
- (28) The Contractee may compensate employees, instructors or volunteers for work done on programming under this Agreement through either cash or punch card payments. Either manner shall be paid by the Contractee, and shall not be the obligation of the Contractor.

Other Clauses

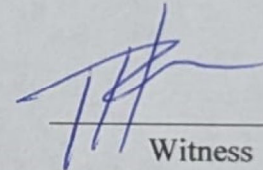
- (29) E-mail communication under this Agreement may be provided by e-mail. Any Agreement of the Board in this manner, however, is only effective if a motion has previously been passed providing Board approval, or if a majority of current Board members provides written agreement.
- (30) It is understood that the Contractee has autism. As such, the terms of any CCLA morals and behaviour clauses or requirements shall take this into account. The Contractee shall have the right to accommodations for his disability, including the ability to wear headphones or other hearing protection at his discretion.
- (31) The Contractor shall take other reasonable steps as may come up from time to time to accommodate the Contractee's autism.
- (32) The Contractee acknowledges that the position he is taking is a public-facing one, and agrees to take reasonable efforts to ensure that his communications with the public reflect positively on CCLA.
- (33) In the event that any provision of this Agreement is found to be void or unenforceable by a Court of competent jurisdiction, such finding will not affect any other provision of this Agreement.

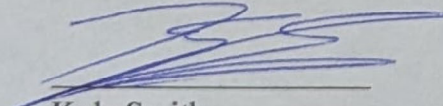
- (34) The waiver by any party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.
- (35) This agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and all previous agreements, written or oral, express or implied, between the parties relating to this Agreement shall not be construed to form part of this Agreement. This clause does not change the ability of the Parties to subsequently alter this Agreement in writing, or in the manner otherwise provided for in this Agreement.
- (36) The Parties acknowledge that each has had the opportunity to obtain legal advice with respect to this Agreement, whether they chose to obtain such legal advice or not. Both Parties acknowledge that they have read and understood this Agreement, and that no Party is signing this Agreement under duress.
- (37) This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

I UNDERSTAND, ACKNOWLEDGE & AGREE to the terms and conditions of this Agreement:

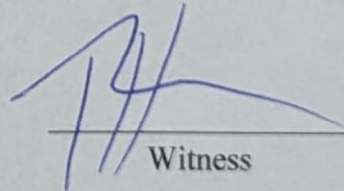

Brent Johner
(Contractee)

4 Nov 2024
Date


Witness


Kyle Smith
President of the Board
of CCLA
signing on behalf
of the Contractor

4 Nov 2024
Date


Witness