

# Scarborough Bluffs Tennis Club

## BY-LAWS (as of November 6, 2024)

**BUDGET** The Executive will adhere to the annual budget as approved by the membership. Major expenditures should be separately identified within the annual budget.

**MEMBERSHIP FEE REDUCTION** for new members allowed to join after August 1 in current season membership fee will be reduced by 50%

### COMMUNICATION CONTENT AND CHANNEL GUIDELINES

Purpose: The purpose of this schedule is to provide guidelines and direction on how the Executive of the club should use the various communication channels and what the content should be.

Objectives of communications: Communications to members should be aligned to the purpose of the club as described in the constitution of the club, namely:

- Provide tennis facilities for the membership
- Promote and co-ordinate interest in the game of tennis and good sportsmanship
- Promote community (SBTC) spirit and participation in Club activities

### Communication Guidelines & Channels

Channel Type	Owner/Responsibility	Purpose of Channel	Users	Examples of Content
Emails to members	All Executive Members	Provide information and updates	All Executive Members	Details of activity dates, programs and meetings
Website (design, function and editing) Social Media	Shared – President, Vice President	A central hub where the public and members can access club information, documentation, programs, rules and event photos.	Only the President and Vice President have edit privileges. Website has public and members only sections.	Club Constitution and governance documents. Court Booking. Tennis Programs.

Postings in the Clubhouse	Shared – President, Secretary	Static information relating to club	Members	Meeting notification. Rules and Codes of Conduct.
Executive Distribution Lists	President	This channel is only open to the Executive Members and is used to coordinate communication between executive members	Executive Members	Affairs of the club.

**MASS EMAIL COMMUNICATION:**

Any member(s) who wish to communicate broadly to the membership should first approach a member of the Executive expressing their wish to do so and provide the purpose and content of the communication. The Executive will then evaluate if the communication falls within the guidelines of this document. If so, then the communication can be sent out on the behalf of the member(s) by the Executive.

**USE OF PHOTOS AND VIDEOS:**

Posting of photos and videos depicting club members and members of the public can only be done if waivers and permissions have been documented.

**PUBLIC HOURS COURT USAGE**

Members can use the courts during public hours but are required vacate the courts at the start of public hours if members of the public are waiting to play and then follow the rules for public hours use. Members should not be first in line for public hours play when members of the public are waiting to play.

## **GUEST FEES**

A Guest will be a friend or relative of a club member and will be expected to pay a \$5.00 guest fee when they use the facility. This guest fee system is not applicable during public hours.

## **ACTIONS DISRUPTIVE TO THE MEMBERS:**

Members found to be yelling, swearing, bullying, pushing, fighting or other offensive activities that disrupt the enjoyment of other members at or around the club may be sufficient to dismiss the club member(s) found to be disruptive.

## **MEMBERSHIP RENEWAL GUIDELINES:**

Should a member be dismissed from the club by the executive they will have the right to appeal the dismissal to the membership at the next regularly scheduled AGM. The request for the appeal process must be in writing to the executive at least two (2) weeks prior to the AGM.

## **CONSULTATION for ADVICE**

If a member is going to be consulted for advice, then that person will be invited to attend an executive meeting to discuss the issues in question.

## **STF TEAM MANAGEMENT**

The STF convener will be responsible to hold elections for team captains with the members selected to play on each team.

## **CLUB PROGRAMS & EVENTS**

The decision of what programs, lessons, clinics and events to be held during the year will be discussed and approved by the executive.

## **HIRING OF CLUB HEAD PRO:**

The executive will vote on the hiring of the club Head Pro each year.

When the contract for the existing Head Pro is not renewed the executive will strike a committee of at least three (3) executive members to review resumes and conduct interviews as appropriate in order to make a recommendation to the executive.

The Head Pro is required to sign a contract (see schedule 1) which details the responsibilities of the position.

## **CLUB HEAD PRO**

The Head Pro will be considered a member of the club to ensure they have access to all communications and have court booking privileges.

The Head Pro will be responsible for programs and lessons as detailed in their annual contract as per Schedule 1.

The Head Pro will be the main contact for members requesting lessons and will assign instructors as they see fit to meet the needs of the member.

Instructors and assistants to the Head Pro will be required to be paid members of the club if they wish to have club privileges.

## Schedule 1

### CONTRACT FOR HEAD TENNIS PROFESSIONAL AT SCARBOROUGH BLUFFS TENNIS CLUB

THIS AGREEMENT is made between the SCARBOROUGH BULFFS TENNIS CLUB (“SBTC”), and

\_\_\_\_\_, for and in consideration of the following promises and conditions:

1. Appointment as Head Tennis Professional: During the term of this Agreement, you agree to be in charge of Junior & Adult educational tennis programs as set out by the SBTC Executive and perform the following duties and obligations in a professional and proficient manner:

a. At all times during the term of this Agreement and at your own expense be and remain a member in good standing of the Ontario Tennis Association, or successor organization. In addition, you shall obtain and/or maintain in your name and at your expense a police check (submitted to SBTC) and any other licenses and certifications required in order for you to provide the services described herein;

b. You may recommend qualified individuals to assist in providing educational programs and perform duties as instructors. You shall provide notice to and obtain approval from the SBTC prior to hiring an instructor. You shall have each prospective instructor complete a form provided by SBTC which will require the prospective instructor to provide certain information such as name, identifying information, background checks and sign an Agreement with SBTC, as provided by SBTC. You will be responsible for the conduct of all instructors involved in your programs.

2. Term: This Agreement shall be for a term commencing on November 1, 2024, and ending October 31, 2025, unless terminated earlier. In addition, this Agreement is subject to an extension of the term in accordance with Section 8, below.

3. INDEMNITY: You are responsible if someone gets hurt or property was damaged because of your carelessness. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SBTC AND ALL OF ITS EXECUTIVES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY’S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF IN YOUR EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH YOUR SERVICES OR OPERATIONS PURSUANT TO THIS AGREEMENT.

4. Independent Contractor: Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership or other arrangement or relationship between SBTC and you. You shall at all times be an independent contractor and shall maintain control over the means of conducting the business operations permitted hereby, provided such means are consistent with the provisions of this Agreement. You shall not have the right to obligate SBTC in any manner whatsoever.

5. Compensation: SBTC agrees to pay you \$\_\_\_/hour and up to \$\_\_\_/hour for private lessons, for time to perform your duties and running your programs. You will determine the rate of pay for each instructor assisting to provide your programs and the rate of pay if those instructors are approved to provide private lessons to members, with the approval of SBTC. You will submit your expenses and time sheets for yourself and your instructors every two weeks to the Treasurer.

6. Rules, Regulations, and Programs: SBTC retains the right to establish the rules and regulations for the use and operation of the SBTC facilities. You will be responsible for the format, promotion and proposed scheduling of all on court programs, subject to approval by and with the assistance of SBTC.

7. No Assignment: You cannot transfer this Agreement to someone else, i.e. this Agreement is for unique personal services which may not be assigned by you, in whole or in part, with any attempt at such assignment being void.

8. Extension of Term: SBTC may agree to extend this Agreement; however, this provision does not constitute a guarantee that an extension of this Agreement will in fact be executed and any such extension is subject to current funding being approved by SBTC for the fiscal year commencing April 1, 2025, and all fiscal years thereafter. In addition, this Agreement may extend on a month-to-month basis upon agreement of the parties and subject to termination as provided by Section 12, below.

9. Early Termination: SBTC or you may, at each's sole option, terminate this Agreement at any time upon thirty (30) days written notice to the nonterminating party.

10. Notices: You shall send all notices required under this Agreement to the SBTC Executive ([executive@sbtennis.org](mailto:executive@sbtennis.org)). You agree that only the SBTC President represents SBTC or can bind SBTC under this Agreement. SBTC shall send all notices required under this Agreement to you at the address and email address provided by you below.

11. Interruption of Business: SBTC shall not be liable or responsible to you in any manner for any interruption, or adverse impact on, your business as a result of casualty, flooding, acts of God, utility failures, or any other occurrence. SBTC agrees to exercise reasonable efforts to restore access to and the use of the club facilities, but SBTC shall not be responsible for failure to restore access or use within any particular period of time.

12. Breach of Agreement: In the event of default by you in the performance of her obligations hereunder, and your failure to cure such default within fifteen (15) days after receipt of written notice from SBTC, SBTC, at their option and without prejudice to any other remedy, may immediately terminate this Agreement.

13. Entire Agreement: This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter. This Agreement may not be amended, discharged, or extended, except by written instrument executed by the Parties.

SIGNED AND AGREED on the dates indicated below.

SCARBOROUGH BLUFFS TENNIS CLUB

HEAD PRO, SBTC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, President

\_\_\_\_\_ (print name)

\_\_\_\_\_

\_\_\_\_\_

Date

Date