

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

CONTRACT FOR DESIGN
CONSULTING SERVICES

This Agreement, made and entered into by and between the Town of Pittsboro, herein "Town", and "RDU Tennis, LLC, 2202 Anderson Drive Raleigh, NC 27608", herein "Contractor" for services hereinafter described for the Town of Pittsboro. This Contract is between the Town of Pittsboro and "RDU Tennis, LLC" for providing Tennis Programming.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform the following duties:
 - a. Contractor will provide a policy of liability insurance to cover any non-and neglected acts committed by Contractor or Contractor's or agents during the performance of any duties under this Agreement.
 - b. RDU Tennis, LLC will be responsible for registrations of all programs
 - c. RDU Tennis, LLC will supply equipment for the programs
 - d. RDU Tennis, LLC will provide data and breakdowns to The Town of Pittsboro at the end of registration for each program, along with the agreed percentage of revenue when each advertised program has been closed for registration.
 - e. Initial Summer Camps are slated for July 29- August 1 and August 12-15.
2. Duties of the Town: The Town shall provide the tennis courts at McClenahan St. Park for use by the contractor for tennis instruction, classes, clinics, and programming.
3. Fee Schedule: RDU Tennis, LLC will pay commissions of 20% of revenue for all programming to the Town.
4. Billing and Payment: RDU Tennis, LLC will pay commissions of 20% of revenue for all programming to the Town at the end of each program registration. Payments shall be made to the Town within 30 days.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Pittsboro and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town. Neither party shall be responsible for workplace injuries.
6. Non-Discrimination: The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
7. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor. No modification or amendment of this agreement shall be valid unless in writing and signed by both parties.

8. Term: This Agreement, unless amended as provided herein, shall be in effect until December 31, 2013. This agreement will be reviewed semi-annually if needed.
 - a. This agreement can be terminated by either party for "just cause" along with a letter given a 1 day notice and reasons for termination.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

This Contract is between the Town of Pittsboro and "RDU Tennis, LLC" for providing Tennis Programming.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

RDU TENNIS, LLC



 SIGNATURE

 [BRIAN ROSENTHAL]

 TITLE #

 ATTEST

 TITLE

TOWN OF PITTSBORO

 TOWN MANAGER

ATTEST BY TOWN CLERK:

 TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 2012.