Motel Minder Contract Guidance

It is best practice to protect yourself, your business, your guests, your team, and the minder by having a contract in place and a clear understanding of the agreement.

Hospitality New Zealand has a job description available in the **Resources** section [HERE] to assist in preparing one that can accompany either a Contractor's Agreement or a Memorandum of Understanding. These documents should be discussed and agreed upon with the motel minder **before** they commence work to ensure the arrangement is clearly understood by both parties.

A typical contractor agreement includes several key terms and conditions to clarify expectations, protect all parties, and ensure legal compliance. Below is a breakdown of commonly included sections:

1. Scope of Work

- A clear description of the services or tasks the contractor will perform
- Specific deliverables, objectives, or milestones (if applicable)
- Any exclusions or limitations within the scope of work

2. Duration and Term

- Start date and expected completion date or project timeline
- Provisions for early termination by either party, including the termination process

3. Payment Terms

- Payment structure (e.g., fixed fee, hourly rate, or per deliverable)
- Payment schedule, including any advance, milestone, or final payments
- Reimbursable expenses and any applicable limitations

4. Confidentiality and Non-Disclosure

- Requirement to keep sensitive information about the business confidential
- Guidelines for handling and storing confidential information
- Duration of confidentiality obligations, including post-contract

5. Intellectual Property (IP) Rights

- Ownership of any work or materials created by the contractor
- Terms around transferring IP rights to the client, or licensing terms if retained by the contractor
- Use of pre-existing materials or third-party IP

6. Indemnification and Liability

- Contractor's responsibility to indemnify the business for any claims or damages arising from their work
- Limitations of liability (often capped at fees paid or a set amount)
- Waivers for indirect or consequential damages

7. Independent Contractor Status

- Confirmation that the contractor is an independent contractor and not an employee
- No entitlement to employee benefits
- Responsibility of the contractor to pay taxes and arrange insurance as an independent entity

8. Insurance Requirements

- Any required insurance types (e.g., general liability, professional indemnity) and coverage limits
- Proof of insurance to be provided, if applicable

9. Termination Clause

- Grounds for termination, such as breach of contract or failure to meet deadlines
- Notice period required for termination
- Consequences of termination, including any outstanding payment obligations

10. Governing Law and Dispute Resolution

- Jurisdiction and governing law applicable to the agreement (typically New Zealand law)
- Dispute resolution methods such as mediation or arbitration
    - Mediation is often a preferred approach if mutually agreed upon

11. Miscellaneous Provisions

- Force majeure clause (relieving parties of liability for events beyond their control)
- Severability (if part of the agreement is invalid, the remainder remains enforceable)
- Entire agreement clause (this document represents the full and only agreement between the parties)