

YOUTH SOCCER COACH INDEPENDENT CONTRACTOR AGREEMENT

This Agreement between _____ (Club) and _____ (Contractor) is entered into on _____, 20___. CLUB IS A NONPROFIT YOUTH SPORTS ORGANIZATION.

- 1) The Parties agree that prior to entering into this Agreement, Contractor has met the minimum qualifications to receive coaching assignments from Club and to be able to perform the Team Coaching Services described below.
- 2) The Parties agree that Contractor enters into this agreement in furtherance of his/her pursuit of Coaching as a vocation or avocation.
- 3) The Parties agree that their operations are separate and distinct, and not combined in any way. The relationship between the Parties consists of the provision of professional services from one business to another in exchange for a fee.
- 4) The Parties agree that Contractor is an independent contractor and is not an employee of the Club.
- 5) Contractor is not required to provide coaching services exclusively to the Club, and may provide services to other youth athletic organizations, soccer leagues or organizations; and Contractor may provide private training. However, such services shall not conflict with the Contractor's agreement to provide Team Coaching Services for the Club.
- 6) Contractor shall be responsible for all of Contractor's business and professional expenses of performing the Team Coaching Services, including phone, email and text messaging, postage, office equipment, office supplies and tax services. Club will not be responsible for Contractor's membership fees in any coaching association.
- 7) Contractor does not and is not required to report to or to work at the Club's offices.
- 8) Contractor is free to deliver the Team Coaching Services according to the means, manner, and method chosen by the Contractor, subject to the laws of the game or its governing boards; and to the goals, outcomes and national practices provided by the Club, including conducting oneself in a professional manner.
- 9) Contractor acknowledges familiarity with the national, state and local authority rules and regulations, as well as the Club policy(ies) concerning coronavirus and other health safety practices and field usage. Contractor agrees to comply with all rules and regulations applicable to the services provided under this Agreement. Club does not oversee the actual work or instruct the Contractor on the means or methods of performing the work and has no right to direct or control Contractor in the performance of services. Violation of any provision of this Paragraph 9 is a breach of this Agreement and entitles Club to immediately terminate the Agreement.

10) Club may offer optional training to assist the Contractor to advance in the field of coaching or to increase the Contractor's knowledge or skills. Such optional training is voluntary, and Contractor is not obligated to participate.

11) Contractor acknowledges that Contractor is subject to the following requirements and regulations imposed upon the Club and any Contractor similarly situated to the undersigned: FIFA, US Soccer, Colorado Soccer Association, and other international and national soccer governing bodies' laws, regulations, and bylaws. Contractor also agrees that Contractor is subject to game and tournament schedules and regulations, including those set by the Colorado Soccer Association, the U.S. Soccer Federation and the U.S. Olympic Committee. Contractor is also subject to any criminal history and background check requirements of governmental and organizational associations; State of Colorado and Club safety and security rules, such as those concerning injury avoidance and abuse reporting; and the Club Code of Conduct including rules regarding personal contact with players, social media, bullying and harassment, and concussion training and reporting.

12) For the safety of youth players, Contractor agrees to attend coach meetings held for the purpose of briefing on the requirements, duties, and obligations imposed on Contractor by local, state, and federal laws.

13) Club does not control or determine the time for performance of the Team Coaching Services, including times for team practices, team meetings, and social events. However, Club will facilitate and coordinate field, games and other information and arrangements for the benefit of Contractor.

14) Club will pay Contractor a sum certain for Team Coaching Services upon terms specified below. Contractor will not be paid a salary or hourly wage. All payments hereunder are to be made to Contractor's trade, business or individual name as specified by Contractor.

15) Contractor is not entitled to and Club will not provide any mandatory health insurance, retirement benefits, vacation, or sick leave, or any other benefit typical of an employer-employee relationship. Club may participate in programs which provide liability insurance and other benefits which benefit Contractor as a third-party beneficiary.

16) Termination. For reasonable cause, either Club or Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes:

- a) a material violation of this Agreement;
- b) any act exposing the other party to liability to others for personal injury or property damage;
- c) Non-payment by the Club for services of the Contractor;
- d) any act or omission that will tend to bring the Club or the Contractor into public contempt, or that demonstrates a lack of professionalism, or that will tend to shock, insult, or offend the community or violate public morals or decency; or
- e) A failure to meet the goals and outcomes required by the Club pursuant to Paragraph 8, above.

17) **DISCLOSURES: (READ CAREFULLY)**

CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF CLUB.

CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION INSURANCE OR BENEFITS IN CONNECTION WITH THE TEAM COACHING SERVICES PERFORMED UNDER THIS AGREEMENT.

CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR SECURITY BENEFITS IN CONNECTION WITH THE TEAM COACHING SERVICES PERFORMED UNDER THIS AGREEMENT. CLUB HAS NO OBLIGATION TO PAY UNEMPLOYMENT TAX OR BENEFITS ON BEHALF OF CONTRACTOR.

CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX DUE ON ANY MONEYS PAID UNDER THIS AGREEMENT AND CLUB WILL NOT WITHHOLD ANY AMOUNTS FROM PAYMENTS TO CONTRACTOR FOR PURPOSES OF SATISFYING CONTRACTOR'S INCOME TAX LIABILITY.

18) TERMS

For the services to be performed by the Coach under this Contract, the Club will execute a fixed coaching fee of \$_____. Club will pay the Coaching Fee to the Coach as follows:

\$ _____ to be paid on _____

\$ _____ to be paid on _____

This Contract begins on _____, 20____ and ends on _____, 20____.

19) Force Majeure. Neither party shall be liable or responsible to the other party nor shall a party be deemed to have defaulted or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party. This paragraph includes but is not limited to epidemics, pandemics, quarantines, acts of war (whether war be declared or not), acts of terrorism, civil commotions, lockouts, acts of God, natural catastrophes, governmental directives and orders, health agency directives, changes in laws or regulations, or directives, acts or omissions of any soccer governing entity. The Parties shall use reasonable efforts to resume performance as soon as practicable under the circumstances. However, any such activity must comply with governmental directives, with soccer governing entities policy and must be consistent and accepted practices in youth sports.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

19) **Team Coaching Services** as used in this Contract include:

[Practices, games, travel, tournaments, player evaluations]

20) This agreement can be amended only by a written document signed by the authorized representative of Club and Contractor. This agreement replaces and supersedes all previous and written agreements and understandings on the subjects herein. This Agreement applies to each team, game, tournament, clinic, training, and other soccer coaching Agreement made between Contractor by Club.

I have read the terms and conditions of this Agreement, including the DISCLOSURES indicating that I am NOT an employee of the Club and voluntarily agree to all terms, conditions, and disclosures.

INDEPENDENT CONTRACTOR COACH

AUTHORIZED AND AGREED BY CLUB:

By: _____

By: _____