

Directions:

Those areas highlighted in yellow are to be filled out with the specifics for this contract.

The information in the attachments are examples of information you may or may not need. You may delete or add information as necessary in the attachments.

Do not make changes to the text of the contract without prior approval.

Once the contract has been completed and signed by the trainer, the contract will then need to be signed by one of the following NMSA Board members, President, Director of Coaching, Treasurer, Boys Director or Girls Director. A signed copy should be given to the trainer, a copy kept by the team representative, and the signing board member will keep an original copy to submit to the Operations Treasurer.

Please note: the Operations Treasurer will not release funds without a copy of the approved contract. All requests for payment to the trainer must have supporting documentation (an invoice approved by a team representative) submitted with a check request to the Operations Treasurer.

As a reminder payments will not be released to the Trainer until we have a copy of a W-9 form on file for the trainer.



# TRAINING AGREEMENT

This Agreement (the Agreement) is entered into this **Date of Agreement** by and between **Contractor's Name** located at **Contractor's Address** and the North Metro Soccer Association (NMSA), with the mailing address of PO Box 99 Andover MN 55304. **Contractor's Name** shall henceforth be referred to as "Contractor" and the North Metro Soccer Association as NMSA. The Contractor and NMSA each covenant that they have the authority to enter into this Agreement and to perform its obligations under the Agreement in accordance with its terms and conditions.

The terms of the Agreement cover the services of the Contractor to NMSA and its affiliates.

## RECITALS

WHEREAS, NMSA is a volunteer organization dedicated to youth soccer and healthy youth development. Many members of the NMSA and the Affiliates responsible for the organization and administration of the NMSA soccer program in the Community are volunteers.

WHEREAS, in order to properly administer the NMSA soccer program in the Community, NMSA is in need of assistance in the area of developmentally appropriate training services for NMSA's **(Boys or Girls, Age, Competitive level and Team Name)**

WHEREAS the Contractor, as an independent contractor in business to provide those Services, has agreed to provide NMSA with the Services as listed in the attachment section of this agreement, included in the attachment will be a list of all other related services, activities, supplies, equipment, and inventories necessary for the Contractor to appropriately deliver the Services to the NMSA Affiliate for the duration of the term of this Agreement:

NOW, THEREFORE, the parties hereby agree as follows:

**1. Term** This Agreement shall become effective from **Beginning Date of Contract** and remain in effect until **Ending Date of Contract**, unless earlier terminated pursuant to the provisions of Section 15 of this Agreement. The duties and scope of the services to be provided under this contract are outlined in the section titled "Attachment A".

**2. Consideration** The NMSA Affiliate agrees to pay to the Contractor the amount of \$ **Value of Contract** for said services. Monthly invoices in the amount of \$ **Value of contract / length of contract in months** shall be submitted by the Contractor on or before the 23<sup>rd</sup> of each month. NMSA will make payment by the 1<sup>st</sup> of the month. Invoices submitted after the 23<sup>rd</sup> will be paid within two weeks of receipt of the invoice. Additional Invoices should be submitted with appropriate supporting documentation to **Name of Team Representative** for approval and submittal to NMSA's Operations Treasurer for reimbursement of said expenses. These expenses should be submitted in a timely manner, not more than 60 days of the date the expenses were incurred

**3. Expenses; Documentation.** The Contractor will be responsible for all inventory and expenses, including lodging and meal expenses necessary for the fulfillment of its obligations to the NMSA Affiliate unless stated otherwise in the Section titled "Attachment B" at the conclusion of this document. Under this Agreement the contractor and shall be responsible for any costs or

expenses incurred as a result of its engagement as an independent contractor. NMSA shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder or otherwise providing for vacation pay, sick leave, retirement benefits, social security, Workers' Compensation, health or disability benefits or unemployment insurance benefits of any kind with respect to this Agreement. The Contractor and shall in no way be construed to be employee of NMSA.

**4. Product/Equipment Sales and Recruitment:** The Contractor is specifically prohibited from selling uniforms, soccer balls and other related equipment in connection with this Agreement without the express written permission of NMSA. Contractor is strictly forbidden from recruiting players to participate in other programs or for other teams. Recruitment without prior written consent from NMSA shall be deemed a violation of the Agreement and will result in its immediate termination.

**5. Qualifications of Contractor:** The Contractor shall be competent and hold the necessary skills and abilities as a soccer trainer.

The Contractor will conduct himself/herself at all times in a manner consistent with NMSA's standards of conduct for NMSA coaches. The Contractor shall submit to a background check including a criminal history check. Failure to complete the necessary background check or failing to meet NMSA's requirements for the background check shall immediately deem this contract null and void. If, during the term of this agreement, NMSA believes in its sole and absolute discretion that the Contractor is not acting in the best interest of the children or of NMSA the Agreement may be terminated immediately. Should the Agreement be terminated, NMSA will only remunerate the Contractor for services provided before the termination of the Agreement.

The Contractor warrants that she or he is a citizen of the United States or is in legal possession of a valid work visa issued by the United States government permitting the Contractor to perform the services set forth in this Agreement. The Contractor shall provide proof of visas or other government documents to NMSA upon request.

**6. Independent Relationship.** Nothing contained herein or in any other document executed in connection herewith, shall be construed to create an employer-employee relationship or a joint venture relationship between the Contractor or Contractor's personnel or Trainers and NMSA.

**7. Contractor's Appropriateness.** The Contractor represents that it has been issued and maintains an appropriate tax identification number with the United States Internal Revenue Service and the Contractor will provide the Operations Treasurer with the completed Form W-9.

**8. Insurance.** NMSA strongly recommends that the Contractor carry general liability automobile liability, insurance associated with the Services to be provided under this Agreement with limits of at least \$100,000 per occurrence and an aggregate limit of \$300,000.

**9. Competent Work.** All of Contractor's work and services covered by this Agreement will be provided in a competent and responsible fashion in accordance with at least applicable standards of the profession.

**10. Written Reports.** If NMSA or its affiliate requests, Contractor shall prepare and submit plans, progress reports and/or a final report setting forth such information as NMSA may reasonably request.

**11. Legal Right, Indemnification.** Contractor shall defend, indemnify, hold harmless, and

insure NMSA from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on NMSA's or the Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of either party to this Agreement.

**12. Release of Liability, Hold Harmless.** The undersigned Contractor, hereby agrees to release and hold harmless NMSA and its representatives, volunteers and players as well as the staff and employees of NMSA related to any fields, facilities or equipment provided in connection with this Agreement.

**13. Waiver.** Failure to invoke any right, condition, or covenant of this Agreement by either party shall not be deemed to imply or constitute a waiver of any right, condition, or covenant, and neither party may rely on such failure.

**14. Non-Disclosure of trade secrets, customer lists and other proprietary information** Contractor agrees not to disclose or communicate, in any manner, directly or indirectly, either during or after Contractor's agreement with NMSA, proprietary information about NMSA, its operations, clientele, or any other proprietary information, that relate to the business of NMSA including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a customer list, or other form of proprietary information of NMSA. Contractor acknowledges that the above information is material and confidential as it affects the NMSA. Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Contractor feels they need to disclose confidential information, they may do so only after receiving prior authorization from an officer of NMSA.

**15. Termination.** The NMSA may terminate the Agreement upon 30 days written notice to Contractor for any reason. NMSA may terminate this Agreement at any time upon five (5) days' written notice to the Contractor for any reason. In addition, if the Contractor or any of Contractor's personnel is convicted of any crime or offense, fails or refuses to comply with written policies or reasonable directives of NMSA or its NMSA Affiliate, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, NMSA or at any time may terminate the engagement of the Contractor immediately and without prior notice to the Contractor.

**16. Return of Property** On termination or completion of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

**17. Notices and Submissions** All notices or submissions to be made or delivered under this Agreement shall be addressed and delivered as follows:

To NMSA: P.O. Box 99, Andover, MN 55304

To the Contractor: **Contractor's Address**



## Attachment A – Scope of Responsibilities

The Contractor will report to (Team Coaches Name) and the Director of Coaching on the Board of Directors. The primary duties being provided by the Contractor to North Metro Soccer Association or its affiliate include, but are not limited to:

- 1) Contractor shall provide 12 sessions of training for a total of 18 hours with dates and times to be determined by the coach and Contractor.
- 2) A coach or parent shall assist the trainer as needed at each training session
- 3) Contractor shall be responsible to provide age and developmentally appropriate training.
- 4) Should weather or some other unforeseen circumstance cause a training session to be cancelled the coach and trainer will reschedule the training session
- 5) Contractor shall assist the coach in assessing the strengths and weaknesses of individuals as well as the team as a whole.
- 6) The team shall ensure that at least 1 additional adult is present at all training sessions

### Provision of Equipment

- 1) NMSA will provide the following equipment
  - a) Practice field
  - b) Balls
  - c) Cones
- 2) Trainer will provide the following equipment
  - a) Small goals
  - b) Speed and agility equipment
  - c) Any additional training device

Attachment B – Reimbursable Expenses

The following items are reimbursable at the team's expense:

1. Lodging expenses not to exceed \$100 per night for multi-day tournaments more than 60 miles from Andover MN.
2. Food – up to \$25 per day for multi-day tournaments in excess of 60 miles from Andover MN \$10 for all day tournaments less than 60 miles from Andover MN.
3. Mileage at a rate of \$.55 per mile for games or tournaments in excess of 20 miles from Andover.
4. Additional expenses incurred with prior approval of the team.

Contractor Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Team Representative Initials: \_\_\_\_\_

Date: \_\_\_\_\_