

SHAKOPEE YOUTH HOCKEY ASSOCIATION



COACHING AGREEMENT

This Shakopee Youth Hockey Association coaching agreement (“Agreement”) is entered into by and between the Shakopee Youth Hockey Association (“SYHA”) and **Coach Name** (the “Coach”), an independent contractor, for good and valuable consideration.

The Shakopee Youth Hockey Association (“SYHA”) is a Minnesota non-profit corporation. It is the Mission of the SYHA:

AS PLAYERS, PARENTS, COACHES AND BOARD MEMBERS, WE WILL DEDICATE OURSELVES TO THE GAME OF HOCKEY AND COMPETITIVE ATHLETIC DEVELOPMENT. WE WILL ENHANCE THE DEVELOPMENT OF OUR ATHLETES AND THE OVERALL GROWTH OF SHAKOPEE HOCKEY BY PROMOTING SPORTSMANSHIP, PARENT INVOLVEMENT, VOLUNTEERISM, COMMUNITY INVOLVEMENT AND TEAMWORK ON AND OFF THE ICE.

The SYHA is primarily a volunteer organization and SYHA relies upon independent contractors and volunteers dedicated to the above-stated mission of the organization.

RECITALS

- A. Coach desires to coach SYHA **Team Name** team (the Team).
- B. Subject to the terms and conditions of this Agreement, SYHA desires to retain the services of Coach, in the capacity of an independent contractor, to coach the Team.
- C. Coach has successfully completed and submitted a required background check (required once within a calendar year).
- D. Coach has successfully completed and submitted a required SafeSport training certificate (required once within a calendar year).
- E. Coach has successfully completed and submitted a required concussion training certificate (required once within a three (3) year period).
- F. These recitals are considered fully a part of this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual agreements set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Acknowledgment of Independent Contractor Status.** Coach understands, acknowledges, and agrees that Coach is an independent contractor of SYHA. Coach understands, acknowledges, and agrees that Coach is not an employee of the SYHA, and that it is Coach's intent to be an independent contractor and not an employee of SYHA. Coach therefore acknowledges, understands, and agrees:

IN RENDERING SERVICES TO SYHA AND THE TEAM UNDER THIS AGREEMENT, COACH IS ACTING IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND IS NOT AN EMPLOYEE OF SYHA OR THE TEAM, AND NO JOINT VENTURE, PARTNERSHIP, COMMON ENTERPRISE OR EMPLOYER-EMPLOYEE RELATIONSHIP IS CREATED OR CONTEMPLATED BY THIS AGREEMENT.

BOTH SYHA AND COACH AGREE TO NOT REPRESENT TO OTHERS THAT THE RELATIONSHIP BETWEEN THEM IS OTHER THAN AS STATED ABOVE. COACH HAS NO AUTHORITY TO BIND SYHA AND COACH AGREES TO NOT REPRESENT THAT COACH HAS ANY AUTHORITY TO BIND SYHA IN ANY CONTRACTUAL MANNER. COACH SHALL NOT MAKE ANY AGREEMENTS OR REPRESENTATIONS ON SYHA'S BEHALF WITHOUT SYHA'S PRIOR WRITTEN CONSENT.

COACH IS NOT ENTITLED TO NOR HAS ANY RIGHTS ARISING FROM EMPLOYEE STATUS.

COACH IS NOT ELIGIBLE TO PARTICIPATE IN ANY VACATION, GROUP MEDICAL OR LIFE INSURANCE, DISABILITY, PROFIT SHARING OR RETIREMENT BENEFITS, OR ANY OTHER FRINGE BENEFITS OR BENEFIT PLANS OFFERED BY SYHA TO ITS EMPLOYEES.

SYHA IS NOT RESPONSIBLE FOR WITHHOLDING OR PAYING ANY INCOME, PAYROLL, SOCIAL SECURITY, OR OTHER FEDERAL, STATE, OR LOCAL TAXES, MAKING ANY INSURANCE CONTRIBUTIONS, INCLUDING FOR UNEMPLOYMENT OR DISABILITY, OR OBTAINING WORKER'S COMPENSATION INSURANCE ON COACH'S BEHALF.

2. **Term of Agreement.** This Agreement begins on October 1, 2022 and ends on March 30, 2023 (the "Term"). Coach understands, acknowledges, and agrees that the Term of this Agreement is limited, and that there is no expectation of Agreement renewal. Coach understands and acknowledges this Agreement automatically terminates at the end of the

Term, and understands that he or she, or the SYHA, may terminate the Agreement under the provisions set forth in section 14 of this Agreement.

3. **Independent Contractor Fee.** For the services to be performed by Coach under this Agreement, Coach will receive a set fee of **dollar amount (dollar amount written out)**. If the Term is completed in full, the Coach will receive an additional set fee of **dollar amount (dollar amount written out)**.
 - A. Coach understands, acknowledges, and agrees that this payment is not for wages, salary, or hours worked, but is instead a set fee payable to Coach as an independent contractor.
 - B. Payment of the independent contractor fee will be made once per month. If the Term is completed, the additional fee will be paid to the Coach on the last pay date.
 - C. In the event the Agreement is terminated prior to the end of the Term, Coach will be paid based on a prorated amount of the independent contractor fee up to and including the date of Agreement termination. This amount will be calculated on a daily rate by dividing the total number of days of the Agreement by the independent contractor fee.
 - D. SYHA will issue IRS forms 1099 for payments made to Coach as an independent contractor when required by law. Coach agrees that he or she is solely responsible for payment of taxes on the independent contractor fee payments described above, regardless of the issuance of an IRS form 1099. SYHA further refers Coach to parts 1 and 4 of this Agreement.
4. **Coaching Expenses.** Coach is responsible for all expenses incurred by Coach in rendering services under this Agreement. SYHA will not reimburse or otherwise compensate Coach for expenses incurred in rendering services.
5. **Service Locations, Equipment and Tools.** SYHA is responsible for identifying, arranging, and leasing locations where services are to be performed under this Agreement. Coach is responsible for furnishing all necessary equipment and tools to be utilized in the performance of this Agreement. Coach is required to provide and utilize sufficient equipment and tools to perform the services required under this Agreement. Coach is responsible for all expenses incurred by Coach in providing equipment and tools and SYHA does not reimburse or otherwise compensate Coach for equipment and tools.
6. **Coaching Proficiency and Skill.** Coach represents and warrants to SYHA that Coach has the requisite proficiencies, the specialized skills, knowledge and expertise, and the personal motivation and desire to coach the Team. Coach shall perform his or her duties in a professional manner in accordance with best industry standards for similar services, and devote sufficient resources to ensure that services under the Agreement are performed in a timely and reliable manner. Coach is responsible for providing for all labor necessary to achieve the intended result. SYHA does not provide training to the Coach, or to any assistants used by Coach.

7. **Coaching Services.** Coach agrees to be the “Head Coach” of the Team and to perform all of the duties and services necessary and normally associated with that position, including, without limitation, the following:

A. Practices. Coach agrees to conduct practices during the term of this Agreement. The content of those practices will be determined by Coach in the best interests of the Team, using Coach’s own discretion, expertise, skills, and coaching knowledge. Coach is to use Coach’s skills and proficiencies to develop and coach the Team according to the skills and training needs of the Team, and to set, promote, and enforce (by his or her individual example and otherwise) the highest standards of leadership, fair play, and good sportsmanship by SYHA’s players.

In the event of any dispute between the Team and Coach concerning the number, duration or content of practices, Coach will consult with SYHA’s Boys Coordinator and President, who will work together with the Coach to address any dispute between Coach and the Team. Disputes concerning the number, duration, or content of practices may result in termination of the Agreement according to the terms and provisions set forth in section 14 of this Agreement.

B. Games and Tournaments. In the absence of a personal emergency, Coach agrees to attend and coach (i) all of the league games scheduled by the District 6 or other sanctioned hockey games for the team, either as originally scheduled or as rescheduled from time to time and (ii) all of the games scheduled for the Team in tournaments sanctioned by the D6 or another state hockey Association and in which the Team chooses to participate.

C. Travel. Coach agrees to travel with the Team to games and tournaments for which travel is necessary or appropriate. Coach agrees that all travel expenses for the Coach are to be borne, and paid-for exclusively, by Coach.

8. **Coach Discretion and Independence.** Coach understands, acknowledges, and agrees that he or she has independence and discretion in coaching the Team, and is not subject to supervision or direction by SYHA. As set forth above in section 7 of this Agreement, Coach is free to set Coach’s own coaching practice schedule and to determine the number, duration, and content of those practices. Furthermore:

- A.** Coach retains the right to provide services to any and all other businesses on a nonexclusive basis.
- B.** Coach retains the right to market and offer services to others.
- C.** Coach retains the right to hire assistants, and those assistants will be the independent contractors or volunteers of Coach. Coach agrees and is required to fully and completely notify all assistants that they are not employees or independent contractors of SYHA. SYHA further refers Coach to section 9 of this Agreement.

9. Indemnification and Liability. In paying the independent contractor fee, SYHA makes no representation regarding the tax consequences or liability arising from said payment. Coach understands and agrees that any and all tax liability that may be due or become due because of the independent contractor fee, is the Coach's sole responsibility. Coach agrees that if any court or agency of competent jurisdiction determines that any independent contractor fee payable under this Agreement requires different taxation status than that set forth herein, Coach agrees that any taxes, costs, payments, penalties, fines, and agency, court or attorneys' fees are solely the responsibility of Coach and payable by Coach. Coach agrees to hold SYHA harmless from and against any tax or tax withholdings claims, amounts, interest, penalties, fines, assessments, brought or sought by any taxing authority or governmental agency, and any agency, court or attorneys' fees, with regard to the independent contractor fee. Coach agrees to bear all tax consequences, if any, attendant upon the payment to the Coach of the above-recited independent contractor fee. SYHA has no monetary liability or obligation regarding payment whatsoever, other than delivering the independent contractor fee as set forth in section 3 of this Agreement.

Coach shall defend, indemnify, and hold harmless SYHA and its officers, directors, employees, agents, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- A. Bodily injury, death of any person, or damage to real or tangible, personal property resulting from Coach's acts or omissions; and**
- B. Coach's breach of any representation, warranty, or obligation under this Agreement.**

SYHA may satisfy any such indemnity (in whole or in part) by way of deduction from any payment due to Coach.

10. Compliance. During the Term of this Agreement, Coach must comply with all of the rules and regulations of SYHA (including, without limitation, its drug and alcohol use policies) and of Minnesota Hockey or other sanctioned hockey leagues, and promote and enforce compliance with those rules and regulations by SYHA's players and coaches. Coach agrees to promptly report to the Boys Coordinator all issues or problems that arise with respect to the Coach's conduct or compliance, or with conduct or compliance of the Team or any individual member of the Team.

11. **Player Evaluations.** Coach acknowledges and understands the importance of providing players and SYHA with useful and constructive feedback, through evaluations, for each and every player on his/her team throughout the season. Coach is expected to provide feedback to players on a regular basis as part of SYHA's commitment to player development. Coach agrees, at a minimum, to provide every parent/player with feedback before season-end and submit an end-of-season Team Evaluation to the Boys Coordinator by **March 30, 2023** of the term year, using the player evaluation reporting process specified by SYHA. Because team evaluations are one of the tools used in the placement of players for the upcoming season, Coach understands and acknowledges that time is of the essence when it comes to submittal of the final team evaluation. If for any reason Coach does not submit the final team evaluation by **March 30, 2023** of the term year, Coach acknowledges that final payment for his or her services will not be made until the final Team Evaluation has been received by the Boys Coordinator.

12. **Representations and Warranties by Coach.** Coach represents and warrants to SYHA that:

- A. Coach has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of your obligations in this Agreement;
- B. Coach is entering into this Agreement with SYHA and Coach's performance does not and will not conflict with or result in any breach or default under any other agreement to which Coach is subject; and
- C. Coach shall perform services under this Agreement in compliance with all applicable federal, state, and local laws and regulations.

13. **Representations and Warranties by SYHA.** SYHA hereby represents and warrants to Coach that:

- A. He or she has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- B. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

14. **Agreement Termination.** This Agreement automatically terminates at the end of the Term. Coach may resign his or her position under this Agreement prior to the end of the Term upon not less than ten (10) days prior written notice to the Boys Coordinator and President. SYHA may terminate Coach under this Agreement, without cause, at any time. Either SYHA or Coach may terminate this Agreement immediately if the other party breaches any provision of this Agreement. In addition, without limiting the foregoing, SYHA may immediately terminate Coach under this Agreement if Coach at any time:

- A. Acts in purposeful, willful, reckless, or negligent disregard to the rights of the Team or any member of it; or

- B. Becomes of unsound mind; or
- C. Is the subject of a criminal indictment or a criminal charge; or
- D. Fails to advise the SYHA of a criminal indictment or criminal charge incurred after the commencement of this Agreement; or
- E. Engages in any conduct that is detrimental to or that brings discredit to SYHA or its reputation; or
- F. Fails or refuses to follow the directives of SYHA with respect to his or her services under this Agreement, provided that such directives are reasonable and are in accordance with the rights and responsibilities of the parties to the Agreement; or
- G. In the reasonable opinion of the Boys Coordinator or President, is unable to perform the duties of Coach under this Agreement because of repetitive absences or because of illness or otherwise; or
- H. The hockey season is cancelled for any reason.

- 15. **Assignment.** Coach shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without SYHA's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. SYHA may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.
- 16. **Entire Agreement.** This Agreement is intended by Coach and SYHA as a final expression of their agreement and as a complete and exclusive expression of its terms. This Agreement shall supersede all prior discussions, promises, representations or understandings, oral and written, among Coach and SYHA in connection with the subject matters of this Agreement. Coach and SYHA understand, acknowledge, and agree that there are no other understandings, arrangements, promises, or representations, either written or oral, by and between them with respect to matters in this Agreement. The parties further understand, acknowledge, and agree that there are no inducements or representations leading to their signing of this Agreement, except as may be contained herein.
- 17. **Modification.** This Agreement may be amended, revoked, changed, or modified only by a written agreement executed by Coach and SYHA. No term or condition of this Agreement may be deemed to have been waived, nor shall there be any estoppel to enforce any provisions of this Agreement, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any written waiver may not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived, and shall not constitute a waiver of such term or condition for the future act or as to any act other than as specifically set forth in the waiver.

18. **Reliance on Authority.** Each person who executes this Agreement is authorized and empowered to enter into this Agreement on his or her own behalf, and if a person is executing this Agreement in an official capacity for an organization or company, that person represents that he or she has been duly elected and authorized to execute and deliver this Agreement. Each party has the right to rely on such representation.
19. **Severability.** The parties agree that the scope and terms of this Agreement are reasonable. It is the parties' intent and desire that this Agreement be enforced to the fullest extent permissible under the law. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. Facsimile signatures and electronic signatures shall be treated as originals.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the County of Scott, State of Minnesota in any legal suit, action, or proceeding arising out of or based upon this Agreement or the services provided hereunder.
22. **Review of the Agreement.** Coach acknowledges that he or she has carefully read this Agreement and understands all of its terms, and signs it voluntarily, with full knowledge of its significance after adequate opportunity for consideration and consultation with an attorney and/or advisor. Coach understands and acknowledges that this Agreement affects his or her legal rights. Coach represents that no payments or consideration have been promised to him or her for executing or delivering this Agreement other than those described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement, signed as a sealed instrument, as of the last date written below.

Dated: _____

By: SYHA Board Member _____

Printed Name _____

Signature: _____

Position: SYHA President _____

Dated: _____

By: Coach _____

Printed Name: _____

Signature: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____