



## Independent Contractor Agreement

Coach/Contractor: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**THIS AGREEMENT** is made between **Safe-Ed. Coach, a division of Safe-Ed. LLC, a Michigan Limited Liability Company (“Company”)**, with a principal place of business at 55 E. Long Lake Rd. #94, Troy MI 48085, and (name) \_\_\_\_\_ (**“Contractor”**), with a principal place of business at (home address) \_\_\_\_\_.

1. **Term of Agreement.** This Agreement will become effective on the date signed by both parties and shall continue for a period of one year. This Agreement will automatically renew for an additional one year period on the effective date and on each anniversary of the effective date thereafter unless terminated by either party upon 30 days advance written notice. This Agreement will also be terminated at any other time on 30 days’ written notice by either party to this Agreement. All provisions of this Agreement shall apply to all services and all periods of time in which the Contractor renders services for the Company.
2. **Terminating the Agreement.** In addition to termination as set forth in paragraph 1 above, with reasonable cause, either party may terminate this Agreement immediately by giving written notice of termination to the other party. For purposes of this Agreement, reasonable cause shall be defined as:
  - a) a material violation of this Agreement or the rules, regulations or policies of any athletic governing body with jurisdiction over the sport to which Contractor is assigned, or any school district to which Contractor is assigned,

- b) notice from a Customer or school district to which Contractor has been assigned that termination of the assignment is requested for any reason, or
  - c) any act exposing the other party to liability to third parties for personal injuries or damage to property, real or personal.
3. **Services to be Performed and Certification.** Company contracts with various Customers to provide athletic coaches from a roster of Independent Contractors that it has developed who are qualified and available to provide coaching services. Contractor has previously submitted to Company a listing of sports for which the Contractor represents that he/she is fully trained and qualified, by education, knowledge and experience, to act as coach and the level (i.e., elementary, middle school, high school-freshman, J.V. or varsity) at which the Contractor is ready to be assigned. Contractor has been added to Company's roster of Independent Contractors based on such representations. Presence on the roster does not guarantee an assignment. Contractor agrees to perform coaching services as assigned to Contractor by Company by mutual agreement from time to time pursuant to a separately issued Scope of Work notice. Contractor represents that each accepted assignment pursuant to a Scope of Work notice is subject to all the terms and conditions of this Independent Contract Agreement and falls within Contractor's experience in the assigned sport and at the assigned level. Contractor is responsible for obtaining and maintaining all licenses, permits, certifications or other credentials required by the Customer or athletic governing body having jurisdiction over the sport to which Contractor is assigned.
4. **Payment.** In consideration for the services to be performed by Contractor, Company agrees to pay Contractor the amount set forth in each executed Scope of Work notice. The Scope of Work will also indicate which of the following payment methods will be used:
- a. 50% of the amount will be paid at mid-season, and the balance will be paid two weeks after the end of the season provided all relevant materials necessary for the completion of the contracted position are returned, or
  - b. The entire amount will be paid two weeks after the end of the season provided all relevant materials necessary for the completion of the contracted position are returned.

In both cases, the obligation to make a payment is subject to the express condition precedent of payment by the Customer to which the Contractor is assigned.

6. **Expenses.** Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, certifications, memberships and dues, automobile and other travel expenses, meals and entertainment, telephone and other expenses necessary to complete the work under this Agreement.
7. **Materials.** Contractor will utilize all materials, equipment and supplies provided by the Customer to which he/she is assigned to provide the services as coach required by this Agreement.
8. **Independent Contractor Status.** The parties agree that Contractor is an independent contractor and that Contractor is not and shall not be deemed to be an employee of Company or any Customer to which Contractor may be assigned. In his/her capacity as an independent contractor, Contractor agrees to and represents the following:
  - a. Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
  - b. Subject to the rules, regulations and policies of any applicable athletic governing body and the Customer to which he/she is assigned, Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
  - c. Subject to the rules, regulations and policies of any applicable athletic governing body and the Customer to which he/she is assigned, Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
  - d. The services required by this Agreement shall be performed by Contractor and may not be assigned.
  - e. Contractor shall not receive any training from Company or the Customer to which Contractor is assigned in the professional skills necessary to perform the services required by this Agreement.
  - f. Contractor shall not be required by Company or any Customer to which Contractor is assigned to devote full time to the performance of the services required by this Agreement.
  - g. The Contractor does not receive the majority of its annual compensation from Company.

The parties acknowledge and agree that Company is entering into this Agreement with reliance on the representations made by the Contractor relative to its independent contractor status.

9. **Permits and Licenses.** Contractor declares that Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement and has obtained all licenses, permits, certifications or other credentials required by the Customer or athletic governing body having jurisdiction over the sport to which Contractor is assigned.
10. **State and Federal Taxes.** Since Company is not the employer of Contractor it will not
  - a. make FICA payments on Contractor's behalf, or
  - b. make state or federal unemployment compensation contributions on Contractor's behalf, or
  - c. withhold state, local or federal income tax from Contractor's payments.

Contractor shall be responsible and pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and FICA (Social Security and Medicare taxes).

11. **Other Benefits.** Contractor understands that Contractor is not eligible to participate in any company-paid pension, health, vacation pay, sick pay, or other fringe benefit plan of Company or any Customer to which assigned.
12. **Workers' Compensation.** Company shall not obtain workers' compensation insurance on behalf of Contractor.
13. **Insurance and Indemnity.** Company shall maintain in effect at all times during the term of this Agreement, with insurers licensed to do business in the State of Michigan, and shall upon request, furnish satisfactory evidence to Contractor of the following core insurance coverage:
  - a. Commercial General Liability Insurance on an "occurrence" basis with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence and/or aggregate combined single limit, for personal injury, bodily injury and property damage liability.
  - b. Cancellation Notice—Commercial General Liability insurance as described above shall include an endorsement stating the following:

- i. "It is understood and agreed that thirty (30) days advance written notice of Cancellation, non-renewal, reduction and/or material change shall be sent to Contractor."*
  - c. Disability Accident Insurance with limits of liability not exceeding \$200 per week payable for a maximum of 52 weeks lifetime benefit. The Disability Insurance coverage is for disability arising out of performance of coaching duties as assigned pursuant to this agreement.
  - d. Medical Accident Insurance with a \$100,000 maximum per injury arising out of performance of coaching duties assigned pursuant to this agreement.
  - e. Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless Company and any Customer to which assigned from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts.
- 14. **Exclusive Agreement.** This is the entire Agreement between Contractor and Company.
- 15. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.
- 16. **Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Company without Company's prior written permission except to the extent necessary to perform services on Company's behalf. Proprietary or confidential information includes
  - a. the written, printed, graphic, or electronically recorded materials furnished by Company for Contractor to use;
  - b. business plans, customer lists, coaching rosters, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind; and
  - c. information belonging to customers and suppliers of Company about whom Contractor gained knowledge as a result of Contractor's services to Company. Contractor shall not be restricted in using any material that is publicly available, already in Contractor's possession, or known to Contractor without restriction, or that is rightfully obtained by Contractor from sources other than Company. On termination of Contractor's services to Company, or at Company's request, Contractor shall deliver to Company all materials in Contractor's possession relating to Company's business.

17. **Dispute Resolution.** Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that Company violated any state or federal statutes, common law doctrine, or committed any tort with respect to Contractor shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.
18. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.
19. **Notices.** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Company at 55 E. Long Lake Rd., Troy MI 48085 and to Contractor at the address shown below under Contractor's signature. Each such notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service's return receipt. Any party to this Agreement may give a notice of a change of its address to the other party(ies) to this Agreement.
20. **No Partnership.** This Agreement does not create a partnership relationship or any other relationship other than an Independent Contract relationship. Contractor does not have authority to enter into contracts on Company's behalf.

21. **Assignment and Delegation.** Contractor may not assign or subcontract any rights or obligations under this Agreement.

**Signature (of Contractor/Coach):**

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(Print name)

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(Address)

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(Date)

**Signature (for Safe-Ed. Coach):**  
(Company Section Only)

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(Print name)

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(Title)

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(Date)