



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20____, between High Country Volleyball Club (“High Country”) and _____ (“Contractor”).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, High Country engages Contractor as an independent contractor to perform the services set forth below, and Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. Contractor’s duties, term of engagement, compensation and provisions for payment are set forth in the attached as Schedule A, which may be amended or supplemented in writing and signed by the parties, and which collectively is incorporated by this reference.
3. Conflicts of Interest; Non-Compete; Non-hire Provision. Contractor represents that this engagement does not violate the terms of any agreement between Contractor and any third party. Contractor will devote as much of his or her productive time, energy and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. During the term of this agreement, Contractor agrees he or she will not perform the same or similar services for any other party or parties while performing services for High Country unless High Country’s prior written consent is first obtained. For a period of twelve months following the end of Contractor’s work with High Country, Contractor will not, directly or indirectly hire, solicit, or encourage to leave High Country’s employment, any employee, consultant, participant or contractor of High Country or hire any such employee, consultant, or contractor who has left High Country’s employment or contractual engagement within one year of such employment or engagement.
4. Independent Contractor. This Agreement will not render Contractor an employee, partner, agent of, or joint venturer with High Country for any purpose. Contractor is and will remain an independent contractor in his or her relationship to High Country. High Country will not be responsible for withholding taxes with respect to Contractor’s compensation hereunder. Contractor will have no claim against High Country hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
5. Insurance. Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that he or she performs for High Country.
6. Successors and Assigns. All of the provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

7. Waiver. Waiver by one party or breach of any provision of this Agreement by the other will not operate or be construed as a continuing waiver.
8. Assignment. Contractor will not assign any of his or her rights under this Agreement, or delegate the performance of any of his or her duties without the prior written consent of High Country.
9. Notices. Any and all communications will be in writing and will be valid if personally served, or if sent by US mail, certified or registered, postage prepaid, return receipt requested. If to Contractor: (Your Name & Address)

If to High Country: High Country Volleyball Club
 PO Box 571188
 Murray, UT 84157

10. Modification or Amendment. No amendment, change or modification of this Agreement is valid unless in writing signed by the parties.
11. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
12. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement will nevertheless remain in full force and effect.

The parties hereto agree that facsimile signatures will be as effective as if originals.

HIGH COUNTRY VOLLEYBALL

By: _____
 Heather Kidd
 Club Director

By: _____

 (Print Name)

SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES: Contractor duties:

___1. To attend all required training, planning and parent meetings as called for by the Club Director or their designee. I will use all information to improve my coaching.

___2. To understand that I am responsible for pre-planning all practices and that I will lead the team players in productive training and practice for the full allotted time.

___3. To understand that I will set specific times and days for my team to practice. Fees are assessed partly on the number of practices each team holds during the season. I must practice the number of times scheduled as no refunds for missed practices are given. In order to fulfill my obligation to the team members, I will conduct a practice every scheduled day at the scheduled time. I will be charged for the court rental for practices that don't happen but are scheduled.

___4. If, in rare cases, a scheduled practice can not be held, it is my responsibility to find an approved sub. I must notify the Executive and Club Director of the sub. If a sub cannot be found, then a makeup practice must be held. All practice changes must be made through the club director as High Country Volleyball Club is charged for court time according to the posted practice schedule. I agree to follow the rescheduling policy and procedure put in place by IVA and stated in the High Country Coaches Handbook. Failure to follow this procedure will result in a fine.

___5. To remain at the practice site until all members of my team have safely left the premises.

___6. To clean up the court and surrounding area of all balls, water bottles, uniforms, etc. leaving it ready for the next team to practice. Failure to do so will result in a fine assessed to the coach.

___7. To understand that no coach is allowed to make or discuss with players or parents any changes to the team roster. Any roster change requests must be made to Kim Norman, who will carry it to the High Country Volleyball Board for consideration. The board's decision will be final. All interested parties will then be contacted by Kim if any changes are to be made.

___ 8. A ball bag will be issued to the head coach of each team to be kept in his/her possession and returned at the end of the season. A med kit will be issued to the assigned head coach for off-sight travel tournaments. Med kits are to be returned the first practice after returning from travel. I understand that I am responsible to keep the equipment, bring it to tournaments, and keep it in good condition. If the equipment is lost or damaged beyond reasonable wear and tear, I will be responsible for replacing the equipment.

___ 9. During travel tournaments, I am to be with my team at all times unless my duties as a coach require me to be elsewhere. In which case, the chaperone will be asked to assume the responsibility of the team. I will know where each team member is at all times and will do everything in my power to keep them in a safe environment.

___ 10. To understand that I will be paid according to my experience and team responsibility. For Region coaches, each monthly paycheck will be in the amount of one-fifth (1/5) of the total compensation. For Travel coaches, each monthly paycheck will be in the amount of one-sixth (1/6) of total compensation. Paychecks will be issued and placed in my box between the 1st and 5th of each month. The first paycheck will be issued in January; the last will be issued in May (Region coaches) or June (Travel coaches). It is also understood that coaches of traveling teams will receive \$20 per Diem for every 24-hour period of overnight travel required for tournaments. An "Expense Reimbursement Form" is to be completed and returned, along with all verifying receipts, to the Club Director within one week of completion of travel. Failure to do so is forfeiture of personal expenses incurred.

___ 11. To understand that the Club Director must have a completed IRS form W9 before any paycheck will be issued to me. I am responsible for paying all taxes.

___ 12. To realize that I represent High Country Volleyball Club and that my conduct will reflect on the reputation of the club. I agree to live by the highest standard of ethical and moral conduct on and off the court as long as I am wearing the uniform or acting in behalf of the High Country Volleyball Club. I will refrain from any conduct that will be contrary to the high ideals the club has set.

___ 13. To acknowledge the right of the Board of the High Country Volleyball Club to issue, in writing, after private discussion, necessary changes in my conduct, or disciplinary action to be taken, due to my failure to comply with the above agreed upon articles.

___14. To understand that I need to follow High Country Volleyball Club coaches dress code. Approved High Country coaches attire will be required at all public events where I am representing the Club; at all tournaments that I coach; and while flying to and from travel tournaments. Coaches will wear High Country attire or logo neutral attire during practices.

___15. To understand that I need to follow High Country Volleyball Club's communication policy and procedure found in the coaches handbook.

Contractor will report directly to Club Director and to any other party designated by the Club Director in connection with the performance of the duties under this Agreement and will fulfill any other duties reasonably requested by High Country and agreed to by Contractor.

TERM: This engagement will commence upon execution of this Agreement and will continue in full force and effect through June, 2010 or earlier upon completion of Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, High Country will pay Contractor in the amount of _____ in total for completion of services rendered through the regular season contract term. Any compensation for extended contract term due to post season qualifying will be determined as required.