

OFFICE USE ONLY

**MANHATTAN SOCCER CLUB
TRAINER'S AGREEMENT**

NAME OF MSC TEAM: _____
age group and name

TRAINER'S NAME: _____

SOCIAL SECURITY NO: _____

ADDRESS: _____
street, apt.

city, state, zip

EMAIL ADDRESS: _____

TELEPHONE : _____
mobile and/or home

COMPENSATION TERMS:

Fee per season/year \$ _____ (from _____ through _____)
mo/yr mo/yr

OR:

Fee per hour: \$ _____

Fee per session: \$ _____
(specify game, practice, tournament, etc.)

Fee for Tournament: \$ _____
(specify reimbursements such as transportation, gas, lodging, meals below)

for season/yearly terms, please specify inclusion of practice sessions, games, tournaments, etc.
with clear indication of any additional costs above the fee specified:

Agreement made this ____ day of _____(month), _____(year) by and between the Manhattan Soccer Club ("**MSC**"), a New York Not-for-Profit Corporation, and _____ (print clearly) ("**Trainer**").

1. Trainer is hired as an independent contractor to train the players of the youth club soccer team named below, which is a member of the MSC ("**Team**").
2. This Agreement contains all of the terms and conditions of the contract between the MSC and the Trainer, and may not be changed except in writing. This Agreement is not valid unless and until signed by both the Trainer and the MSC Treasurer.
3. The Trainer shall provide the services of training, alone or in conjunction with others, to the players of the Team in the sport of soccer. It is expressly agreed that the details of how the Trainer's work will be performed are wholly within the control of the Trainer, subject only to the Trainer's acknowledgement of the rules of the game of soccer and compliance with the MSC's Rules and Code of Conduct, which Trainer acknowledges he/she is fully familiar with the terms contained therein.
4. The Trainer is responsible for organizing the practices and determining what skills will be taught in any particular practice, as well as the means and methods of how those skills will be taught. The Trainer will provide all equipment necessary and/or required for training, and, at his/her sole cost and expense, may employ assistants to aid in the training or to handle certain aspects of the training.
5. The Trainer may train other teams both within and outside of the MSC, provided that he/she allows sufficient time to properly perform the services called for under this Agreement. A coach of an MSC Team cannot, aside from regular team practices, train individual players on his/her current team, or any individual who is in the same age group and of the same gender as his/her team for an extra fee between September 1st and June 30th. "Training" as used in this paragraph includes but is not limited to conducting camps or clinics.
6. The Trainer represents as a material inducement for MSC to enter into this Agreement that he/she is engaged in the business of soccer training for the public, is authorized to provide the services called for under this Agreement in the United States, has a valid social security number and/or tax identification number (set forth below), is a legal resident of the United States, is experienced in the game of soccer and in teaching soccer skills to youth players between the ages of 9 and 18. Trainer must attach proof of his/her ability to work in the United States to this Agreement.
7. The MSC considers any Trainer who executes this Agreement to be an independent contractor according to the regulations of the Internal Revenue Service, the New York State Department of Labor, and the Workman's Compensation Board. As such, Trainer is not covered by Workman's Compensation Insurance under the MSC nor does the MSC withhold employment taxes, social security or pay NYS Unemployment Insurance on the Trainer's earnings. It is the

Trainer's responsibility to ensure that all tax and insurance obligations are covered by him or her. The Trainer will receive a Form 1099 from the MSC if he/she earns \$600 or more in any calendar year.

8. Trainer's compensation for the services to be provided under this Agreement is listed above.

9. This Agreement may be terminated by either party at any time for any reason, or for no reason at all. Trainer's services are provided at will. If terminated, only fees due to the Trainer up to the date of termination shall be payable, regardless of the period of engagement.

10. Under no circumstances shall MSC or Team pay Trainer for services and/or expenses other than specified in this Agreement.

11. Payment shall not be made to Trainer more frequently than once per month pursuant to an invoice received by the MSC Treasurer from the Team Treasurer. All payments will be made for services already incurred. Payment of the invoice by the MSC Treasurer is specifically conditioned upon the Team having sufficient funds in its account for disbursement to Trainer.

12. No one other than the Team representative executing this Agreement or the Team Treasurer shall be permitted to contact the MSC Treasurer regarding the status of any payment. Should Trainer breach this "no contact" clause, the MSC may terminate this Agreement immediately, at its sole discretion, without notice to the Trainer or the Team.

13. This Agreement shall be governed in accordance with the laws of the State of New York.

AGREED TO AND ACCEPTED:

Trainer

Date

Print Trainer's name

Marc Freedman
MSC Treasurer

Team Representative
Name: _____
Title: _____