

## Coaching Service Agreement

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3. Coaching Service Agreement

## **General Information**

### **Coaching Service Agreement**

This Coaching Service Agreement is between a club or organization and an individual who will provide coaching services. This agreement sets forth the specifics of the coaching deal including the term of the agreement, the coaching services to be performed and the payment for those services. It also sets out how travel expenses will be reimbursed and the general obligations of the coach.

It is imperative that an agreement with a coach be clearly and succinctly set forth in writing. A well-written Coaching Service Agreement will be useful in the event there are disagreements, misunderstandings or litigation between the parties.

## Instructions and Checklist

### Coaching Service Agreement

- Both parties should read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- Read the "Services to be Performed" provision carefully and the exhibit which accompanies this agreement to ensure that it sets forth all the services the coach is to provide.
- Read the "General Obligations" provision carefully. If there are disagreements between the parties, they will likely focus on this provision. If the provision is unclear or undefined, set forth examples to cure any ambiguity.
- This form contains the basic terms and language that should be included in similar agreements.
- Both the club and coach must sign the agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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## SERVICE AGREEMENT - COACH

**THIS AGREEMENT** is made the \_\_\_\_\_ day of 20\_\_\_\_.

**BETWEEN** [INSERT NAME] of [insert address]  
("Club")

**AND** [INSERT NAME OF COACH] of [insert address]  
("the Coach").

### IT IS AGREED AS FOLLOWS:

#### TERM OF AGREEMENT

Notwithstanding the date this Agreement is signed, this Agreement is deemed to have commenced on the date set out in and will expire on the date set out in unless it is terminated earlier by the parties in accordance with ("the Term").

#### SERVICES TO BE PERFORMED

- 1.1 The Coach is contracted in the position specified in the Agreement.
- 1.2 The Coach is contracted to provide the services to the Club as set out in Schedule A attached hereto ("the Services"). The Club may, after consultation with the Coach vary the responsibilities and duties to suit its needs but not so as to change substantially the nature of them.
- 1.3 The Coach will be required to provide the Services at times necessary to fulfil the requirements of Agreement. The nature of the position is such that the hours of contracted work may vary.
- 1.4 The Coach shall report to the person(s) specified in Agreement.

#### PAYMENT FOR SERVICES

- 1.5 The Club will pay the Coach the amount specified in Agreement for the performance of the Services ("the Fee").
- 1.6 The Fee will be paid on the date specified in Agreement by way of check or by such means as mutually agreed by the Coach and the Club.
- 1.7 Other Benefits: The Club will also provide the Coach with the benefits (if any) specified in Agreement.
- 1.8 Travel [*delete if inappropriate*]: Where the Coach is required by the Club to travel with a squad and/or team to an event, training session, or other related activity the following applies:
  - (a) in relation to travel within the \_\_\_\_\_ metropolitan area, travel is deemed to be included within the Fee;

- (b) in relation to travel within country \_\_\_\_\_ approved by the Club, if the Coach utilises his vehicle, the Coach will be required to submit to the Club a tax invoice detailing the total miles travelled, together with a copy of any receipt/tax invoice for gas expenses and the Club will reimburse reasonable travel expenses incurred;
- (c) in other cases, all travel expenses must be approved by the Club prior to travel. Exceptions will be made to this arrangement only by mutual agreement.

## **GENERAL OBLIGATIONS OF COACH**

In addition to providing the Services, the Coach will:

- (d) conduct himself with propriety and decorum and refrain from any conduct which may prejudice or lessen the value of his services as a coach for the Club;
- (e) abide by the constitution, rules and by-laws of the Club and the Association;
- (f) exhibit high standards of work performance and conduct including high standards of personal behavior;
- (g) maintain all formal or other requirements appropriate to his position as an advanced coach and in particular to effect and maintain membership of, or accreditation with the appropriate professional association;
- (h) encourage public recognition and support for the Club;
- (i) in respect of any Club player, not advocate, prescribe, recommend, support, administer or participate in the use of drugs, stimulants, or doping practices prohibited by the Club, \_\_\_\_\_ or \_\_\_\_\_;
- (j) comply with all lawful and reasonable orders and directions given by the Club committee of management; and
- (k) Not engage in any other employment or enter into any contract involving the provision of cricket coaching services without the prior written consent of the Club.

## **CONFIDENTIALITY**

- 1.9 The Coach agrees that he will not at any time, whether during the Term of this Agreement or after its termination, disclose to any person any confidential information obtained during or incidental to the performance of the Services under this Agreement.
- 1.10 In addition, the Coach must keep the contents of this Agreement confidential to himself during the Term of this Agreement and after its termination, except for the purposes of obtaining legal and financial advice or as otherwise required by law.
- 1.11 Unless otherwise agreed in writing, all confidential records, documents and other papers together with any copies or extracts thereof, made or acquired by the Coach in or incidental to the performance of the Services under this Agreement shall be the property of the Club and must be returned to Club upon termination of this Agreement.

## **MARKETING & SPONSORSHIP**

- 1.12 For the purposes of sponsorship, promotional, and public relations activities of the Club and/or any sponsor of the Club, the Coach shall attend at and participate in such events as may reasonably be directed by the Club. The Club shall give the Coach reasonable notice of the events which the Coach must attend.
- 1.13 The Coach shall at all times when attending training, competition and official functions in his capacity as Coach wear only such clothing as approved and directed by the Club. The Coach must not display any badge, mark, logo or trading name on any clothing worn during the Term in accordance with this agreement, other than the badges, marks, logos and trading names of Club and/or any sponsors of the Club without the express written consent of the Club.
- 1.14 The Club may for the purposes of sponsorship, advertising, promotion and marketing:
- (l) use any portrait photographs of the team which includes the Coach and, consistent with the intent of this clause, the Coach shall participate in such portrait photographs;
  - (m) Use any photographs, video, film or other media containing images of the Coach engaged in training or in competition.

## **TERMINATION**

- 1.15 Either party may terminate this Agreement by giving the other party not less than thirty (30) days notice in writing. Unless otherwise agreed, the Coach shall be required to continue performing the Services during the notice period.
- 1.16 In addition the Club may terminate this Agreement without notice if the Coach:
- (n) is substantially failing to comply with the terms of this agreement and has failed to remedy such breach after at least one weeks written notice by the Club to do so; or
  - (o) is substantially failing to comply with the terms of this agreement and such breach is not capable in the Club's opinion to be remedied; or
  - (p) has, in the opinion of the Club, brought it or any individuals employed by or associated with it into disrepute; or
  - (q) has become bankrupt;
  - (r) Has been convicted of an indictable offence.
- 1.17 Upon termination of this Agreement, the Coach shall return to the Club all property belonging to the Club including, without limitation, documents, equipment and other materials in relation to the Services. The Coach agrees that upon this Agreement terminating, the Club may deduct from any monies payable to the Coach, any monies outstanding to the Club by the Coach, or the value of any property held by the Coach (as reasonably determined by the Club) which is not returned.

## **DISPUTE RESOLUTION**

- 1.18 If a dispute arises out of or in relation to this Agreement, the parties will confer in good faith with a view to resolving the matter in accordance with the following procedure:

- (s) should any matter occur which gives cause for concern to the Coach he will raise such matter with the Chair of the Club Committee of Management;
- (t) should any matter occur which gives cause for concern to the Club Committee of Management, its delegate(s) will raise such matter with the Coach;
- (u) if the matter is not settled, it must be discussed between the Coach and a delegate of the Club Committee of Management in the presence of their respectively nominated mediator;
- (v) If the matter is still not settled, the formal dispute resolution as documented within the Club Statement of Purposes and Rules will be followed.

The parties agree to attempt to resolve any dispute in accordance with the procedure set out in clause 8.1, prior to taking any further action or commencing any proceedings in a Court of law.

**APPLICABLE LAW**

This Agreement shall be governed by and construed according to the laws of \_\_\_\_\_ and the Coach and the Club agree to submit to the jurisdiction of the Courts of \_\_\_\_\_.

**NO ASSIGNMENT**

The Club contracts the Coach to perform the Services in this Agreement, and the Coach may not assign or sub-contract the Services (in whole or in part) to any other person or organisation, except where it is expressly agreed in writing between the parties.

**INDEMNITY**

The Coach agrees to indemnify the Club, its directors, officers, employees and agents (for the purposes of this clause referred to as the Club) against loss, damage or expense incurred by the Club as a result of the performance of the Services under this Agreement or breach of this Agreement by the Coach.

**CLUB**

**COACH**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_



**EXHIBIT A**  
**SERVICES TO BE PERFORMED BY COACH**