

Northborough Youth Hockey Program, Inc  
d/b/a NorthStar Youth Forum

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is entered into by the Northborough Youth Hockey Program of Westborough, Massachusetts, (the "Rink") and

-----the Independent Contractor, (the "Off Ice Coach")

WHEREAS, the Rink requires the services of a professional coach to provide off ice instruction, which may include both individual and group instruction;

WHEREAS, the Coach has experience and expertise necessary to provide the aforementioned services to the Rink;

WHEREAS, the Coach wishes to provide the aforementioned services to the Rink.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this agreement, the Rink and the Coach, agrees as follows:

1. SERVICES

During the term of this agreement, the Coach agrees to provide professional off ice instruction as requested by the Rink

2. COORDINATION OF SERVICES

a. The off ice Coach and the Rink shall consult about schedules, as applicable, that may be scheduled from time to time.

b. The Rink shall use its best efforts to arrange times in a way that minimizes the Coach's travel time and other associated costs.

c. The Coach agrees to notify the Rink as soon as possible if (s)he is unable to perform the services requested at a scheduled time, and to use his/her best efforts to assist the Rink in obtaining a competent substitute individual to provide the requested services.

3. TERM and TERMINATION

The term of this Agreement shall commence on July 1, 2009 and shall continue for period of one (1) year, through and including June 30, 2010 (the "term"). Either the Rink or Coach may terminate this Agreement prior to its expiration by providing written notice to the other.

4. COMPENSATION

The Coach shall provide an invoice for services rendered on or before the last day of the months, and the Rink shall pay the invoice as promptly as possible. The Coach's fees shall not exceed the amounts set forth: \$5.00 per skater to a maximum of \$60.00 per class and made part of this Agreement. The Club shall not be liable to the Coach for any loss of fees resulting from canceled ice time, a loss of a student, inclement weather or for any other reason.

Failure to provide invoice in a timely manner will result in a \$25.00 fee to be deducted from said invoice.

5. INDEPENDENT CONTRACTOR STATUS

The parties agree that the Coach will be an independent contractor for all purposes and that the Coach will not in any way represent that (s)he is an employee or officer of the Rink. The Coach is not a partner, joint venturer or agent of the Club, nor does the Coach have any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability, or other obligation of any kind, express or implied, in the name of or on behalf of the Club.

6. TAXES and BENEFITS

The Coach will not be entitled to participate in, or receive any benefit or right as an employee under any employee benefit or welfare plan of the Club. The Coach will have sole responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for filing all required tax forms with respect to any amounts paid by the Club to the Coach pursuant to this Agreement. The Coach will indemnify and hold the Club harmless against any claim or liability (including penalties) resulting from failure of the Coach to pay such taxes or contributions or file any such tax forms.

7. NON-SOLICITATION

As long as (s)he provides services to the Rink, the Coach will use his or her best efforts to promote the Rink's interest and the competence of its members.

8. WARRANTIES

THE Coach warrants that his/her agreement to perform services under this agreement does not violate any other agreement or obligation between the Coach and a third party.

Executed under seal on \_\_\_\_\_

INDEPENDENT CONTRACTOR

NORTHBOROUGH YOUTH HOCKEY PROGRAM, INC

-----  
Coach

-----  
Rink Manager

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Director