

## THE MAROONS SOCCER CLUB

### Independent Contractor Agreement

This Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between The Maroons Soccer Club (“MSC”), a New Jersey 501(c)(3) non-profit youth soccer organization with its principal place of business at 118 Lincoln Avenue Ridgewood, New Jersey 07450, and the undersigned Contractor \_\_\_\_\_, an individual, who resides at \_\_\_\_\_.

Together, MSC and Contractor shall be referred to as the “Parties” to this Agreement.

WHEREAS, MSC desires to retain Contractor as an independent contractor to provide it with certain services to be performed under the direction of the MSC Board of Trustees (the “Services”). The Services shall include, without limitation, the services listed in the description next to the Contractor role checked below [**choose one of the following 3 by placing an “X” on the applicable line**]:

- ☐ **Director of Coaching (“DOC”)**: Recruit MSC coaches; Oversee, support, and mentor MSC coaching staff by attending practices and games, conducting regular coaches meetings, and providing written Fall and Spring season evaluations for each coach; Work closely with MSC Board of Trustees to manage MSC operations and provide monthly updates at Board of Trustee meetings; Assist with selection of MSC players, teams, and team flighting; Manage MSC player feedback and development process; Oversee MSC events and programs, including, without limitation, camps, clinics, and Red Bulls Night (“MSC Programs”); Manage other tasks as detailed in the attached DOC Job Description.
- ☐ **Coach**: In accordance with the duties and procedures outlined in the MSC Handbook: Assist in the selection of MSC players and teams; Manage teams assigned by the DOC, including communications with parents and attendance at all practices and games; Establish individual player goals and conduct written player evaluations at least once per season; Support MSC events and programs, including, without limitation, camps, clinics, and Red Bulls Night (“MSC Programs”).
- ☐ **MSC Administrator**: Assist MSC with administrative tasks for MSC, including registration of players, community outreach, communication with players, families, coaches and the Board of Trustees, timekeeping, meetings, organizational tasks, collecting certifications and

other documentation from coaches, players and parents, maintaining personnel and other files, office tasks, and other tasks as directed by the MSC Board of Trustees. Responsible for all MSC communications, including emails, MSC website, and social media; Collaborate with DOC regarding field scheduling and managing field closures, game rescheduling, and assignments; Ensure all practices, games, and clinics are approved in the town's Master Library; Work closely with MSC Board of Trustees to manage MSC operations and provide monthly updates at Board of Trustee meetings; Manage seasonal and other administrative responsibilities as detailed in the attached Administrator Job Description.

NOW, THEREFORE, in consideration of the promises, mutual covenants and conditions herein set forth, the Parties agree as follows:

1. **Appointment as Independent Contractor:** MSC appoints Contractor to provide the Services and Contractor agrees to accept such appointment. Contractor shall commit sufficient time and resources to ensure the successful performance of the Services. Contractor agrees to perform the Services using reasonable care and skill. If you are a Contractor performing the role of DOC and/or Coach, you further agree that, prior to providing the Services and in order to be eligible for compensation or any other rights pursuant to this Agreement, you shall:
  - a. **Background Check:** provide MSC with consent for and submit to a background check. Notwithstanding Section 7 herein, which provides for ten (10) business days' notice of termination, MSC reserves the right to immediately terminate this Agreement based on the results of the background check;
  - b. **Concussion Training:** complete online concussion training and submit the completion certificate to the MSC Administrator or as otherwise directed by MSC;
  - c. **SafeSport Training:** complete the online SafeSport Training and submit completion certificate to the MSC Administrator or as otherwise directed by MSC;
  - d. **CPR and First Aid Training:** complete online CPR and first aid training and submit completion certificate to the MSC Administrator or as otherwise directed by MSC;
  - e. **NJ Youth Soccer State Certificate:** possess a New Jersey Youth Soccer State Certificate (formerly F license) and submit the certification to the MSC Administrator or as otherwise directed by MSC;

- f. **Professional Coaching License:** possess a professional coaching License in good standing and submit the certification to the MSC Administrator from one of the following: (i) US Soccer: A, B, C, D, Grassroots 11v11, 9v9, 7v7, 4v4 (D or higher preferred, appropriate grassroots required at a minimum); (ii) NSCAA National, Advanced National, Premier (National or higher preferred); or (iii) Equivalent European Football Governing Body Certificates;
  - g. **Renew Certifications:** renew certifications and complete ongoing education courses as mandated by MSC. Proof of renewal and course completion must be submitted to the MSC Administrator or as otherwise directed by MSC;
  - h. **Additional Paperwork:** complete any additional paperwork that may be required by MSC (e.g., IRS W-9 for tax reporting purposes) prior to and/or while providing any Services under this Agreement.
2. **Non-Employment.** The Parties agree that Contractor is an independent contractor and is not an employee of MSC. This Agreement is at-will, and nothing in this Agreement shall be considered a guarantee of appointment. Moreover, nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between MSC and Contractor. MSC shall not be liable for any unauthorized act or omission of Contractor, nor for any unauthorized obligation or debt incurred by Contractor. Contractor retains full discretion and control over the means, methods, and details of providing coaching services, consistent with MSC development philosophy and subject to the standards and expectations set forth in this Agreement. Contractor is free to provide similar services to other organizations outside of MSC activities and MSC Programs, subject to Paragraphs 4 and 5 herein. Contractor shall be responsible for providing their own equipment as needed. Contractor shall maintain their own scheduling autonomy within the season structure outlined by MSC. Contractor does not have an office at any MSC location. Contractor shall be responsible for all of Contractor's business and professional expenses including phone, email, text, postage, office equipment, travel, office supplies and tax services. MSC is not responsible for Contractor's membership fees in any coaching association unless otherwise agreed upon. Contractor is not entitled to and MSC will not provide any health insurance, retirement benefit, vacation or sick leave, or other benefit typically afforded to employees. MSC may offer training concerning skills or knowledge needed to perform the duties in this Agreement and Contractor is strongly encouraged to participate in those activities. Contractor may participate in optional training offered by MSC to increase his or her skill and knowledge.
3. **Private Training, Camps, Player Solicitation:** Contractor agrees to support MSC and MSC Programs. Contractors performing the role of DOC or Coach may have the opportunity to offer private one-on-one and small-group training to MSC players

provided it does not interfere with or compete with any MSC Program. Contractor shall inform the DOC if he or she would like to offer additional training to their team to account for field usage and ensure the opportunity is open to all players on the team. Contractor shall not be permitted to host, run, or promote to MSC players or their families, any camps or supplemental training that competes with any MSC Program without prior written approval from the MSC Board of Trustees, which shall not be unreasonably withheld. Any approved supplemental program that takes place in Ridgewood, New Jersey and/or is offered to MSC players must be done in concert with MSC and be promoted as a partnership with MSC. Contractor may not promote any program (camp, clinic, training session, etc.) to MSC players or their families without prior written approval from the DOC. Contractors are strictly prohibited from soliciting MSC players for other clubs or private coaching sessions that interfere with MSC Programs.

4. **Non-Solicitation:** During the Restrictive Period, Contractor shall not, directly or indirectly: (i) recruit any MSC player to join another soccer club/association or training company within a 25-mile radius of Ridgewood, New Jersey; (ii) recruit any MSC player to join a camp or clinic of another soccer club/association or training company within a 25-mile radius of Ridgewood, New Jersey, without written approval from the MSC Board of Trustees, which shall not be unreasonably withheld; (iii) use any MSC player or parent contact information obtained through Contractor's relationship with MSC to promote competing programs; or (iv) make disparaging statements about MSC to players or parents with the intent to encourage them to leave MSC. This provision does not prohibit Contractor from accepting players who independently seek Contractor's services at another organization without prior solicitation by Contractor. Contractor agrees to provide a copy of this non-solicitation provision to any soccer club or organization with which Contractor is affiliated during the Restrictive Period.]
5. **Compensation:** In consideration of Contractor's performance of the Services, MSC shall pay Contractor \$\_\_\_\_\_ per hour for the actual time spent performing the Services [or \$\_\_\_\_\_ per month for DOC or \$\_\_\_\_\_ per month for MSC Administrator], with payment made [monthly]. Coaches shall submit his or her monthly hours no later than five (5) business days' following the close of the month. MSC shall make any payment due to Contractor in a timely manner. All payments hereunder shall be made to Contractor's trade, business or individual name, as specified by Contractor. Contractor acknowledges that he/she is not eligible for any fringe benefits, medical benefits, bonuses or other privileges normally afforded to employees. Contractor shall be obligated personally to pay any and all applicable taxes, estimated taxes, and make any and all necessary withholdings, which may arise from any of the compensation paid to Contractor hereunder. Contractor will be given

an IRS-1099 form at the end of each applicable calendar year. MSC shall not be obligated to obtain workers' compensation insurance on behalf of Contractor. The Contractor shall comply with any workers' compensation laws applicable to their own business or employees, if applicable.

6. **Term and Termination:** The term of this Agreement shall begin on the date on which this Agreement becomes fully executed by the Parties ("Effective Date") and shall remain in effect for a period of one (1) year following the Effective Date, unless terminated earlier by either Party in accordance with the terms of this Agreement. This Agreement may be terminated by either Party, for any reason or no reason at all, upon ten (10) business days' written notice. Contractor shall be entitled to payment for all Services rendered through the date of termination. Final invoices for hours worked must be submitted to MSC within 7 days of termination. MSC shall process final payment to Contractor within 14 days of receipt of the final invoice.
7. **Miscellaneous:** Contractor acknowledges that Contractor is subject to the following requirements and regulations imposed upon MSC: FIFA, USYS and other international, national, state and local soccer Governing bodies' laws, regulations and bylaws. Contractor also agrees that Contractor is subject to game and tournament schedules and regulations, including those set by the U.S. Soccer Association, U.S. Olympic Committee, USYS, US Club Soccer, New Jersey Youth Soccer, and local leagues; any criminal history and background check requirements of governmental and organizational associations; U.S. SafeSport, the MSC safety and security policies; and the MSC Code of Conduct such as those concerning injury avoidance, personal contact with players, social media, bullying and harassment, and concussion training and reporting. Contractors are required to pass the NJ Youth Soccer State Certification to ensure compliance with the New Jersey Little League Law (N.J.S.A. 2A:53A-7 et seq.). This certification includes training on safety protocols and child protection, which provides certain immunities to MSC and its volunteers from liability for ordinary negligence. Contractors must adhere to all training and certification requirements to maintain this legal protection. MSC also maintains liability insurance to further protect against potential claims. Note that this immunity does not extend to gross negligence, reckless conduct, or willful misconduct. For the safety of youth players, Contractor agrees to attend meetings for briefing on requirements, duties and obligations imposed on Contractor by local, state and federal laws and arrangements for the benefit of Contractor. Contractor must maintain confidentiality regarding MSC's operations, player information, and other sensitive data.
8. **Insurance:** MSC will maintain general liability insurance that may provide coverage for authorized MSC activities. While MSC's insurance may offer some protection,

Contractor understands that this coverage has limitations. Contractor is encouraged, but not required, to consider obtaining personal professional liability insurance appropriate to their circumstances. Contractor acknowledges that MSC's insurance may not cover all potential claims related to Contractor's activities, particularly those resulting from actions outside the scope of MSC's authorized programs.

9. **Legal Status:** Contractors must immediately notify MSC of any changes in their legal status, including arrests, charges, or convictions. Contractors are also required to renew their background checks annually.
10. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless MSC, its directors, trustees, officers, employees, volunteers, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (i) Contractor's negligent acts or omissions in the performance of this Agreement; (ii) Contractor's breach of any term of this Agreement; (iii) any violation of applicable laws or regulations by Contractor; or (iv) any bodily injury, personal injury, illness, death, or property damage caused by Contractor's actions or omissions. This indemnification provision shall survive the termination of this Agreement. Contractor acknowledges that MSC, as a non-profit youth sports organization, may have certain immunities under New Jersey law, including the New Jersey Little League Law (N.J.S.A. § 2A:53A-7 et seq.), and nothing in this Agreement shall be construed to waive such immunities.
11. **Social Media and Public Conduct:** Contractor acknowledges that as a representative of MSC, their public conduct, whether online or offline, may reflect upon MSC's reputation, goals and/or objectives as an organization. Contractor agrees to maintain professional conduct in all public forums, including personal social media accounts, regardless of whether Contractor explicitly identifies as an MSC Contractor in those forums. Contractor shall refrain from posting content that is inflammatory, derogatory, discriminatory, or otherwise inconsistent with any of MSC's values, goals, objectives and/or reputation, even on personal accounts. MSC reserves the right to request removal of content it deems harmful to its reputation or inconsistent with its values, goals or objectives, and content that MSC deems harmful or inconsistent with its reputation, values, goals or objectives may result in termination of this Agreement. Contractor shall:
  - a. Recognize that community members may identify you as an MSC coach even on personal social media accounts where you do not identify yourself as such;

- b. Refrain from posting inflammatory, controversial, or inappropriate content on any social media platform, including personal accounts, that could reflect negatively on MSC;
  - c. Refrain from positing content that is inconsistent with MSC's reputation, goals or objectives;
  - d. Avoid public commentary on controversial political, religious, or social issues that could create division within Ridgewood, NJ and/or the MSC community;
  - e. Keep in mind that parents, players, and community members may view your social media content regardless of privacy settings;
  - f. Consider creating separate professional and personal social media accounts if you wish to express personal views;
  - g. MSC reserves the right to request removal of content deemed harmful to its reputation or inconsistent with its values, goals or objectives, even if posted on personal accounts.
12. **Conduct:** Contractor agrees to act professionally and lawfully at all times while providing services. Contractor shall not engage in harassment, sexual discrimination, bullying, or any unwelcome conduct based on sex, gender, race, religion, national origin, disability, age, or any other protected characteristics  
Contractor shall not engage in any behavior that is abusive, dishonest, illegal, or damaging to MSC's reputation. Use of alcohol or illegal drugs while performing Services is strictly prohibited. Breach of this clause may result in immediate termination of Agreement without advance notice.
13. **Safety:** Contractor shall uphold the highest safety standards for the players including strict adherence to US SafeSport guidelines. Contractor recognizes that he or she is a mandated reporter under New Jersey law (N.J.S.A. 9:6-8.10) requiring the reporting of suspected child abuse or neglect to the New Jersey Department of Children and Families (1-877-NJ ABUSE). Contractor must report any suspected abuse, inappropriate conduct, or SafeSport violations to the MSC President and/or MSC Legal Committee Chairperson immediately. Contractor shall maintain appropriate physical and emotional boundaries with players at all times. Contractor shall avoid one-on-one isolated contexts with players and ensure all electronic communications with players are transparent, accessible to parents, and professional in content.
14. **Confidentiality:** Contractor acknowledges that during the term of this Agreement, Contractor will have access to confidential and proprietary information of MSC, including but not limited to player information, training methods, development plans, and club operations ("Confidential Information"). Contractor agrees to: (i) maintain the strict confidentiality of all Confidential Information; (ii) use Confidential Information only for the purpose of performing Contractor's duties under this

Agreement; (iii) not disclose Confidential Information to any third party without prior written consent from MSC; (iv) take reasonable measures to protect the secrecy and confidentiality of all Confidential Information; (v) return all documents and materials containing Confidential Information upon termination of this Agreement.

Contractor's confidentiality obligations shall survive the termination of this Agreement. Contractor shall comply with all applicable privacy laws regarding player information, including the New Jersey Identity Theft Protection Act and federal Children's Online Privacy Protection Act (COPPA) when applicable.

- 15. Acknowledgement of Receipt and Adherence to MSC Handbook:** Contractor acknowledges receipt of and agrees to adhere to all policies, procedures, and expectations outlined in the MSC Coaching Handbook ("Handbook"). The Handbook includes detailed information about training expectations, team management, match day procedures, conflict of interest policies, complaint procedures, and other operational guidelines. Contractor acknowledges that the Handbook may be updated periodically, and Contractor agrees to review and comply with all provisions contained in the Handbook. Contractor expressly agrees to disclose any conflict of interest or potential conflict of interest to the MSC Board of Trustees, including, without limitation, any financial interest of Contractor that may relate directly or indirectly to the activities of MSC.
- 16. Force Majeure:** Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond their reasonable control, including but not limited to acts of God, war, storm, flood, earthquake, hurricane, terrorism, fire, accident, explosion, labor disputes, strikes, pandemic, epidemic, quarantine, judicial action, or government regulations.
- 17. Partial Invalidity:** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. Should any provision or partial provision hereof be found illegal or unenforceable for being too broad with respect to the duration, scope or subject matter thereof, such provision or partial provision shall be deemed and construed to be reduced to the maximum duration, scope or subject matter permitted by law.
- 18. Assignability:** It is understood that the Services provided hereunder are personal to the Contractor. Therefore, Contractor may not transfer his or her rights under this Agreement or delegate his or her duties hereunder, without MSC's prior express written consent. Any attempted assignment or delegation without such consent shall be void and without effect.



- 19. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles.
- 20. Dispute Resolution:** The Parties shall attempt to resolve any controversy or claim arising out of or in relation to this Agreement, or breach thereof, or the Services or relationship arising thereunder (“Dispute”) informally through information sharing, discussion and negotiation. If the Parties are unable to resolve the Dispute on their own, the Parties shall attempt to have the Dispute resolved by mediation pursuant to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA”). If within 90 days after service of a written demand for mediation by either Party the mediation does not result in settlement of the Dispute, then any such unresolved Dispute shall be resolved by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator that the Parties may agree upon, and if the Parties are unable to agree on an arbitrator, the arbitrator shall be appointed by the AAA (subject to the AAA conflict of interest review). The arbitration shall take place within Bergen County, New Jersey and may be held in person or virtually (video conference), as determined by the arbitrator. The Parties shall share equally in the cost of arbitration and shall each be responsible for their own attorneys’ fees and costs. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- 21. Waiver of Jury Trial:** Each Party waives its rights to a jury trial of any Dispute. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. This section has been fully discussed by each of the Parties, and these provisions will not be subject to any exceptions. Each Party further warrants and represents they have had the opportunity to review this waiver with its legal counsel, and that such Party knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. This waiver is irrevocable, meaning that it may not be modified either orally or in writing.
- 22. Amendments; Prior Agreements Superseded:** This Agreement may only be amended by a written document signed by the Parties. This Agreement replaces and supersedes all previous oral and written agreements and understandings between the Parties.

By signing below, Contractor and MSC agree that each has read, understands and agrees with all of the foregoing provisions of this Agreement.

**THE MAROONS SOCCER CLUB**

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

Date: \_\_\_\_\_

**CONTRACTOR**

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

Date: \_\_\_\_\_

Name: \_\_\_\_\_

(Print)

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