



PAID SERVICES AGREEMENT

This Agreement (the Agreement) is entered into effective April 1st 2019 by and between _____ (“Provider”) located at _____ and the American Youth Soccer Organization (“AYSO”), located at 19750 S Vermont St., Suite 200, Torrance, CA 90502.

RECITALS

WHEREAS, AYSO is a non-profit corporation organized and existing under the laws of the State of California to provide world class youth soccer programs that enrich children’s lives.

WHEREAS, Provider is a Youth Soccer Consulting expert that has expertise in managing youth soccer clubs, proving administration support, coaching support and other youth soccer related activities.

WHEREAS, AYSO desires to enhance the delivery of its United soccer program through the use of Provider’s expertise and services.

WHEREAS, AYSO desires Provider shall be given the privilege to perform services for AYSO that are consistent with AYSO’s Vision, Mission Statement and Six Philosophies.

THEREFORE, the parties hereby agree as follows:

- 1. Services. Provider shall provide the following services (the “Services”) to AYSO as follows:

_____ AYSO United _____.

Description of Services

- 2. Payment for the Services

- a) Amount: In consideration for providing the Services, AYSO shall pay Provider _____ [a fee of _____; invoices each three month period:
- b) Payment Date: AYSO shall pay to the Provider amounts that it confirms are due and payable within a reasonable period of time, but no more than 7 days following the receipt of any invoice. Provider will invoice AYSO United upon completion of the services agreed upon.

Paid Services - United

- c) Expenses: The Provider is responsible for any expenses, losses or damages incurred by Provider or its employees or subcontractors in providing the Services.
 - d) Taxes and Benefits. AYSO shall not be responsible for withholding taxes with respect to the Provider's payments or otherwise providing for vacation pay, sick leave, retirement benefits, social security, Workers' Compensation, health or disability benefits or unemployment insurance benefits of any kind with respect to this Agreement. Provider shall be responsible for the withholding and payment of all income, social security, unemployment and any other taxes of Provider's employees, if any, and shall be responsible for the payment of any insurance, unemployment, worker's compensation and all other benefits of Provider's employees.
3. **Independent Relationship.** Nothing contained herein or in any other document executed in connection herewith, shall be construed to create an employer-employee relationship or a joint venture relationship between the Provider or Provider's employees, if any, and AYSO. Rather, Provider acknowledges and agrees that it is an independent contractor.
4. Discretion and Control. Provider shall determine based upon its experience, skill and expertise the manner, methods or means to be utilized in performing Services. AYSO is only interested in the accomplishment of the end result sought and is not interested in, and does not have any right to control, the manner, methods or means of Provider's delivery of the Services.
5. Term. The term of this Agreement shall commence on April 1st 2019 and shall terminate on December 31st 2019, unless earlier terminated by the parties pursuant to the terms of this Agreement
6. Provider's Tax ID. The Provider represents that it maintains an appropriate tax identification number with the United States Internal Revenue Service
7. Competent Work. All of the Provider's work and Services covered by this Agreement will be provided in a competent and responsible fashion in accordance with the standards of the profession.
8. Insurance.

a) Liability

- i. Provider shall, throughout the Term of this Agreement, obtain and maintain standard General Liability Insurance ("Liability Policy") at its own cost and expense from an insurance company rated A- or better by A.M. Best. Because an insurance carrier is prohibited by law from covering any damages resulting from an intentional tort, such as assault or defamation, intentional torts are explicitly excluded in the Liability Policy, and there is no coverage for any such conduct. However, in the event that a plaintiff was to claim that a negligent act was an intentional tort, and it can be established that the act in truth was merely negligent, then AYSO's carrier might be required by law to defend the claim of alleged intentional tort.
- ii. The Policy's current amount of coverage is:

General Liability:

\$1 million each occurrence

\$2 million aggregate

iii. The Policy shall include any AYSO entities as an additionally named insureds.

b) Other Insurance

[add if necessary]

9. Legal Right. The Provider and AYSO, each covenant that it has the authority to enter into this Agreement and to perform its obligations under the Agreement in accordance with its terms and conditions.

10. Waiver. Failure to invoke any right, condition, or covenant of this Agreement by either party shall not be deemed to imply or constitute a waiver of any right, condition, or covenant and neither party may rely on such failure.

11. Release of Liability, Hold Harmless. The Provider, through its undersigned representative, and on behalf of its heirs, executors, administrators, related entities, assigns and personal representatives, hereby agrees to release and hold harmless AYSO, AYSO entities and their representatives, volunteers and players.

12. Confidentiality. The Provider acknowledges that, during the period that Provider is providing the Services, Provider or its employees may have access to and become acquainted with various trade secrets, innovations, processes, information, records, and specifications owned or licensed by AYSO and/or used by AYSO in connection with the operation of its business including, without limitation, AYSO's business and product processes, methods, customer lists, player and coach names, addresses, email addresses and phone numbers, accounts, and procedures (the "AYSO Confidential Information"). The Provider agrees that the Provider will not disclose any AYSO Confidential Information, directly or indirectly, or use any Confidential Information in any manner, either during the term of the Agreement or at any time thereafter, except as required in the course of providing the Services under this Agreement. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, passwords and similar items relating to the business of AYSO, whether prepared by the Provider or otherwise coming into the Provider's possession, containing AYSO Confidential Information shall remain the exclusive property of AYSO. Upon termination of this Agreement, the Provider shall return to AYSO all copies of any documents or electronic media containing AYSO Confidential Information.

13. Return of Company Property. Upon the expiration or termination of this Agreement, or at any other time upon request by AYSO, Provider shall promptly return to AYSO, as its property, all records, information and data related to the Confidential Information, in whatever form it may exist and by whomever prepared, and all other property of AYSO which is then in the custody, possession or control of Provider.

14. Termination. This Agreement may be terminated as follows:

- a. by mutual consent;
- b. by either party, for any reason, on the thirtieth (30th) day after giving written notice of termination to the other party;
- c. by either party, if the other party breaches the Agreement, immediately upon giving the other party written notice of termination; or,
- d. by AYSO, immediately upon circumstance which prevents Provider from performing the Services. In addition, if the Provider or any of Provider's employees is convicted of any crime or offense, fails or refuses to comply with written policies or reasonable directives of AYSO or AYSO, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, AYSO or AYSO at any time may terminate the engagement of the Provider immediately and without prior notice to the Provider.

15. Attorneys' fees. Should any lawsuit be brought to enforce this Agreement, the prevailing party in any such action shall be entitled to reimbursement for any and all attorneys' fees, court costs, and/or expert witness fees, incurred in prosecuting and defending the action.

16. Representations: Provider agrees to follow all applicable laws in the performance of the services under the contract including but not limited to all labor, employment and/or wage-hour laws, and further agrees to maintain valid workers compensation insurance for all of its employees for the duration of the Agreement.

17. Indemnification. Indemnification. Provider agrees to indemnify, defend and hold AYSO harmless from any and all claims, demands, liabilities, and penalties, including costs and attorneys' fees, to which AYSO is subjected as a result of any act or omission of Provider, or Provider's employees, subcontractors, guests, invitees, or servants, arising out of, or during or attendant to, Provider's performance of, or failure to perform, the contracted for services under this Agreement, or arising in any other manner, or at all, including but not limited to any claims for wages or workers compensation violation.

18. Personnel. Provider agrees that Provider or any other individual that may be working for Provider in connection with any of the Services under this Agreement, whether such individual is an employee or other staff member of provider, shall (i) be subject to a personal background check (in the form approved by AYSO), (ii) be properly trained and educated to perform the functions assigned to that individual, including all technical soccer training, physical training and expertise as well as fully educated in the philosophies, principles and guidelines of AYSO, and, (iii) be legally authorized to perform all requirements, including all proper governmental authorizations such as licenses and immigration visas as needed, and (iv) agree in writing to fully comply with AYSO's philosophies and AYSO Code of Conduct.

19. Notices. Any notices or other communication required or permitted under this Agreement, shall be given in writing and delivered by hand or by registered or certified mail, postage pre-paid, return receipt requested to the following persons:

Provider:

AYSO: Atten: National Executive Director
American Youth Soccer Organization
19750 S Vermont St., Suite 200
Torrance, CA 90502

20. Miscellaneous.

a) Entire Agreement. This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof. No amendments to this Agreement shall be valid unless in writing and signed by the parties hereto.

b) Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Provider and AYSO. Nothing in this Agreement shall be construed to permit the assignment of the rights, responsibilities or obligations without the express written consent of both parties.

c) Governing Law, Severability. This Agreement and its provisions shall be governed by the laws of the State of California. The parties agree to submit to the non-exclusive jurisdiction of the state and federal courts located in Los Angeles County, California. Neither the invalidity nor unenforceability of any provision of this Agreement shall affect the validity or enforceability of any other provision.

American Youth Soccer Organization

DATE: _____

By: _____

Name: Matthew Winegar
Title: National Executive Director

_____ (**PROVIDER**)

DATE: _____

By: _____

Name: _____
Title: _____

Attachments

Attach a completed IRS W-9 Form
Attach completed Region Questionnaire
Attach photocopy of Business License
Attach the Certificate of Insurance