

Marquette University Club Sports Department of Recreational Sports

INDEPENDENT CONTRACTOR AGREEMENT

THE FOLLOWING AGREEMENT is entered into as of _____ (Date) by and between _____ (“CLUB SPORT”) and _____ (“COACH”).

RECITAL

CLUB SPORT and COACH enter into this Agreement to provide for each party’s responsibilities regarding the program services described on the attached Exhibit A (“Program Services”).

AGREEMENTS

In consideration of the recital and other good and valuable consideration, CLUB SPORT and COACH agree as follows:

1. COACH Responsibilities. COACH will perform the Program Services.
2. Fees and Payments. Upon satisfactory completion of the Program Services by COACH (“completion”), CLUB SPORT shall pay COACH the amount set forth in Exhibit A within 30 days after completion, unless alternate payment terms are agreed to and enumerated on Exhibit A. COACH is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions and premiums with regard to such payments.
3. Term. The Agreement terms shall begin on the Agreement date indicated above and end upon COACH’s completion of the Program Services and payment therefore by CLUB SPORT. Except for material breach, this Agreement may not be terminated by either party except that CLUB SPORT may immediately terminate this Agreement upon the death or incapacity of COACH in order to provide for the timely completion of COACH’s services.
4. Ownership or Work Product. COACH hereby sells, assigns, grants and transfers to CLUB SPORT all right, title, and interest in any reports, documents, or other copyrighted materials prepared by COACH for CLUB SPORT pursuant to this Agreement, including all copyrights, renewals and extensions thereof.



5. Nondisclosure of Confidential Information. COACH will not, either directly or indirectly, as an employee, agent, consultant, partner, shareholder or in any other capacity, use or disclose any confidential or proprietary information, including without limitation employee and student data, financial data and mailing lists (the “Confidential Information”) of CLUB SPORT for any purpose other than performance of the Program Services. Unless COACH has obtained the prior written consent of CLUB SPORT to the contrary, COACH will not disclose the Confidential Information to any third parties and COACH shall limit disclosure of the Confidential Information to COACH employees with a need to know the Confidential Information. COACH agrees that it is responsible for any breach of this Agreement by its employees and agents. This section 5 will not apply to any information that COACH can demonstrate by written evidence (a) was known to COACH prior to the disclosure to COACH by CLUB SPORT or (b) has become public knowledge without a breach of this Agreement or other confidentiality obligation.
6. Delivery of Documents. CLUB SPORT may discontinue furnishing or making available access to Confidential Information at any time in the sole discretion of CLUB SPORT. Upon demand by CLUB SPORT, COACH shall promptly deliver to CLUB SPORT all Confidential Information and all correspondence, designs, sketches, drawings, manuals, letters, notes, computer diskettes, computer or voice tapes, notebooks, reports or any other documents or media embodying or concerning the Confidential Information that came into COACH’s possession, by any means whatsoever, during the term of and performance of the Services.
7. Relationship. The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent, or partnership. COACH shall in no way become an employee of CLUB SPORT by acting under this Agreement. Neither party is authorized to nor shall any party represent itself as, the agent, representative, partner or joint venturer of the other party unless agreed upon by both parties in specified circumstances. COACH shall make clear to all third-parties that COACH is an independent contractor and COACH to CLUB SPORT and that COACH is not an employee of official of CLUB SPORT. Neither party shall have the authority to nor shall either party attempt to assume any obligation by or on behalf of the other party.
8. Expenses. Except as expressly provided to the contrary in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who ordered the service and incurred the particular expense.
9. Governing Law. This Agreement shall be governed by and constructed exclusively in accordance with the laws of the State of Wisconsin, regardless of choice of law requirements. The parties hereby consent to the jurisdiction of the state courts of Wisconsin and of any federal court in the venue of Wisconsin for the purpose of any suit, action or proceeding arising out of or related to this Agreement and expressly waive any and all objections they may have as to venue in any of such courts.



10. Assignment. This Agreement may not be assigned without the written consent of the other party. COACH's services are personal in nature and may not be assigned or delegated to any other person.
11. Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Program. This Agreement may only be amended by an agreement signed in writing by all parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.
12. Faxed Signatures. Any signed document transmitted by fax shall be considered an original and shall have the binding and legal effect of an original document. The signature of any Party upon a faxed document shall be considered an original signature.

COACH:

CLUB SPORT:

BY _____

BY _____

Printed name: _____

Printed name: _____

FEIN/SSN: _____

FEIN/SSN: _____



EXHIBIT A

Program Services

Description of Program Services:

Date(s) for Program Services:

Payment Rate for Program Services (specify amount and frequency; i.e., \$10.00/hour; \$2,000/month, etc.):

Payment Amount Limit (That actual or estimated maximum amount to be paid to the Independent Contractor for the term of the agreement – payments in excess of this limit require a new agreement):

Payment Date(s):

