

DRAFT PLAYER COACH AGREEMENT

This Agreement, dated <Month, day, year> is by and between <Full player name> and < Full coach name>.

1. **Engagement of Services.** <Player name> engages the coaching services of <Coach name> to prepare him and to ensure that he is in top playing mental and physical condition for championship tennis pursuant to the terms and conditions of this Agreement, and <Coach name> hereby accepts such engagement and agrees to satisfactorily perform his services, obligations and responsibilities under this Agreement.

2. **Term.** The term of this Agreement shall commence as of <month, day, year> and terminate on <month, day, year> ("Term"). On or about <month, day, year>, provided <Coach name> is not in breach of this Agreement, the parties agree to commence good faith discussions for an extension of the Term of this Agreement. Commencing such discussions, however, does not obligate either party to renew the Term.

3. **Provision of Coaching Services.** During the Term, <Coach name> agrees to provide to <Player name> with professional tennis coaching and training services. During the Term, <Coach name> shall spend whatever time is necessary on a weekly basis to coach, practice with, train and prepare <Player name> to ensure that <Player name> is in top playing mental and physical condition. A "week" means 5 or more mutually agreed upon days within each Sunday through Saturday period during which services are provided by <Coach name> to <Player name>. If <Coach name> fails or refuses to provide services on 5 days during any week during the Term, the base fee payment for the corresponding month will be prorated for the days during which <Coach name> failed or refused to provide <Player name> with services. It is agreed that <Coach name>'s services will be at a location where <Player name> designates unless otherwise mutually agreed upon by <Player name> and <Coach name>. If <Player name> is not satisfied with or has concerns about any of the services provided by <Coach name>, <Player name> agrees to so notify <Coach name> and the parties agree to discuss <Player name>' concerns in good faith at a mutually agreeable location and time with each party's designees, if desired.

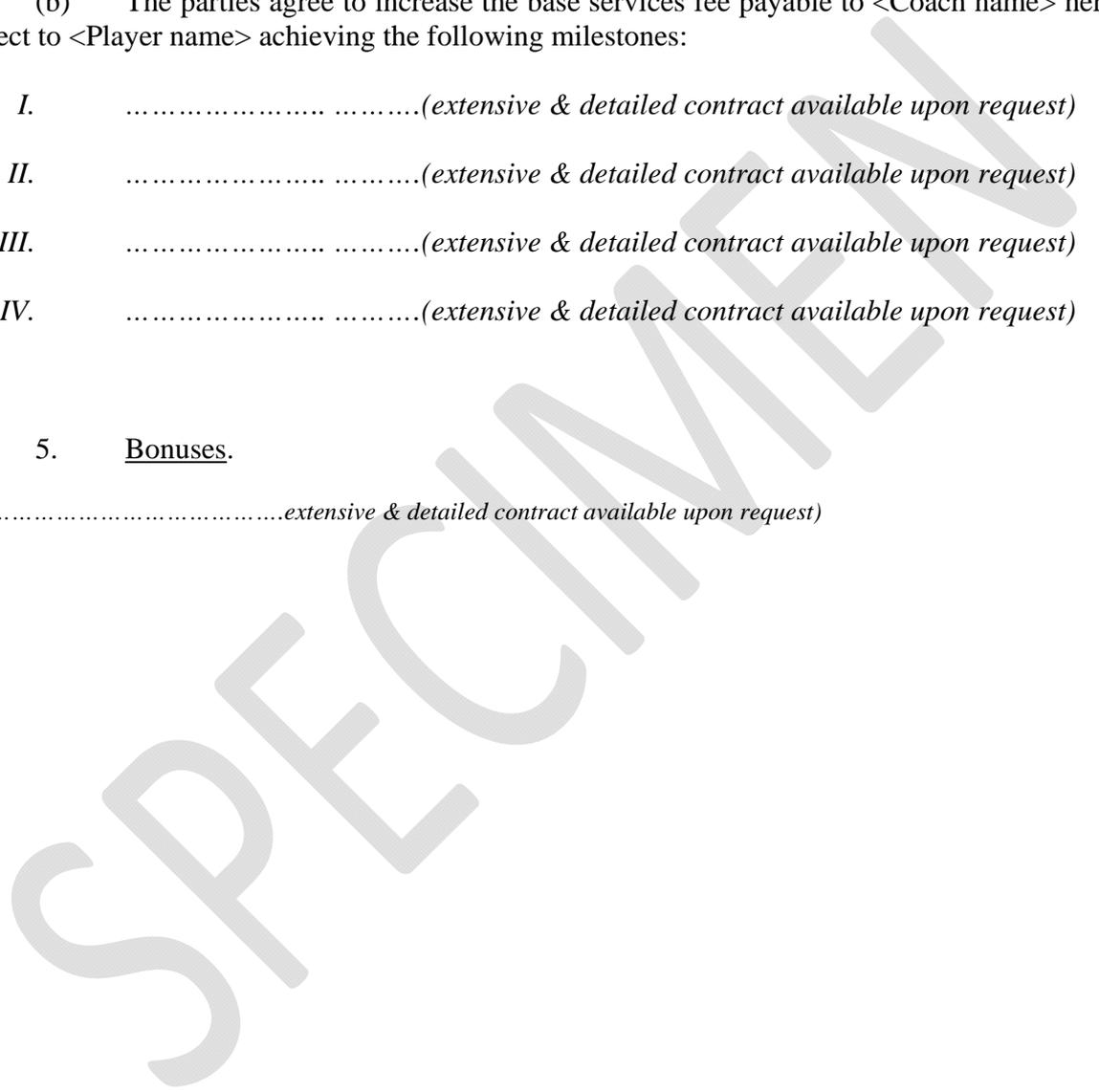
4. Base Services Fee, Increases, and Payments. (a) In consideration for the services provided to <Player name> by <Coach name> during the Term in accordance with this Agreement, <Player name> shall pay <Coach name> a base services fee in the amount of US \$<monthly fee> per month. Said base services fee will be paid on or before the last day of each month following the receipt of an invoice from <Coach name>.

(b) The parties agree to increase the base services fee payable to <Coach name> hereunder subject to <Player name> achieving the following milestones:

- I.(extensive & detailed contract available upon request)
- II.(extensive & detailed contract available upon request)
- III.(extensive & detailed contract available upon request)
- IV.(extensive & detailed contract available upon request)

5. Bonuses.

.....extensive & detailed contract available upon request)



6. Expenses. During the Term, <Player name> shall be responsible for providing or reimbursing <Coach name> for the expenses outlined in sub-paragraphs (a)-(d) below incurred by <Coach name> in connection with his provision of services to <Player name> while traveling, as outlined below. Expense payments to <Coach name> shall be made by < payment option> within 30 days following <Player name>' receipt of an invoice and, as a condition precedent to reimbursement, a detailed expense report with original receipts. <Coach name> must send such invoices and reports to the address set forth in Paragraph 10(d) below.

(a) Travel. <Player name> shall reimburse <Coach name> for reasonable, economy class travel to and from all tournaments that <Player name> requests <Coach name> to attend and provide his services. <Player name> will further pay for <Coach name>'s luggage fees for all necessary and required bags to provide services to <Player name> at the tournaments. Purchases made by <Coach name> in-flight are not reimbursable by <Player name>.

(b)
 extensive & detailed contract available upon request)

(c)
 extensive & detailed contract available upon request)

(d)
 extensive & detailed contract available upon request)

(e)
 extensive & detailed contract available upon request)

7. Independent Contractor Status. The relationship created by this Agreement is that of a principal/independent contractor and <Coach name> is neither an agent nor an employee of <Player name> and shall not be for any reason or purpose whatsoever. Accordingly, none of the benefits that are ordinarily provided by an employer to an employee, including, without limitation, workers' compensation insurance, health insurance or unemployment insurance will be provided by <Player name> to <Coach name>. <Coach name>, at his sole cost and expense, shall pay and be fully liable and responsible for any and all federal, state and local income and other taxes relating to the payment of the fee and expenses paid to <Coach name>. <Coach name> shall protect, indemnify and save <Player name> harmless from any liability in connection therewith (including, without limitation, all challenges (and resulting fines) by the Internal Revenue Service). Neither party to this Agreement shall have any authority to bind the other or imply that they have the authority to do so.

8. Injury or Illness of <Player name>.

..... extensive & detailed contract available upon request)

9. Termination of this Agreement. (a) This Agreement shall automatically terminate upon the occurrence of any one of the following events: (i) expiration of the Term; (ii) the death or incapacity of either party; or (iii) the loss of legal capacity by either party.

(b) Either party may terminate this Agreement by giving the other party prior written notice to be effective 30 days after the non-terminating party's receipt of such notice. After the receipt of such notice from the other party, the non-terminating party has the option, in his sole discretion, to either (i) immediately terminate the services to be provided to <Player name> herein with no payment of the base services fee for or Tournament Bonuses earned during the 30-day period, or (ii) continue to abide by the terms on this Agreement during such 30-day period with <Coach name> providing the services herein and <Player name> paying the consideration payable for the 30-day period.

If this Agreement is terminated in accordance with the terms of Paragraphs 9(a) or 9(b) above, it is agreed that <Player name> will have no liability hereunder other than a pro rata payment of the base fee and any Tournament Bonuses earned prior to the effective date of such termination.

10. General Provisions.

(a) Confidentiality.

..... extensive & detailed contract available upon request)

(b) Limited Liability. In no event (including but not limited to, <Player name>' default hereunder) will <Player name> be liable to <Coach name> for any amount in excess of the amounts scheduled to be paid by <Player name> hereunder. Under no circumstances will <Player name> be liable to <Coach name> for any special, consequential, indirect, exemplary and/or punitive damages or for loss of good will or business profits.

(c) Modification. Any modification of this Agreement shall be effective only if it is writing and signed by the parties hereto.

(d) Notices. Any notice to be given hereunder by either party shall be in writing and shall be effected either by personal delivery, facsimile, or overnight courier to the address stated below or by registered or certified mail, postage prepaid, with return receipt requested. Notices which are mailed and sent via courier shall be addressed to the parties as follows:

To <Player name>: <Player name>
 <Billing address>
 <Billing address>
 Phone: <phone number>
 Fax: <phone number>

To <Coach name>: <Coach name>
 <Home address>
 <Home address>
 Phone: <phone number>

(e) Waiver. No waiver of any provision of this Agreement by any party to this Agreement will be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Irrespective of the foregoing, no waiver shall be binding in any event unless it is executed in writing by the party making the waiver.

(f) Governing Law; Arbitration. The terms of this Agreement and their interpretation will be governed by the laws of <Country>. If a dispute arises under this Agreement which cannot be resolved first through good faith negotiation between the parties' designees, the dispute will be submitted to binding arbitration and resolved by a single arbitrator (who shall be a lawyer). Each party is entitled to depose at least one fact witness and any expert witness retained by the other party and to conduct such other discovery the arbitrator deems appropriate. The arbitrator has no authority to award attorneys' fees. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and when executed, either separately or together, shall constitute but a single original instrument, effective in the same manner as if the parties had signed one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Accepted and agreed:

Accepted and agreed:

< Full player name>

<Full coach name>

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