

THIS AGREEMENT is between Rudy Ruvalcava and Fair Oaks Soccer Club (the Club"), a community-based soccer club in Fair Oaks, California.

## ARTICLE I

### POSITION AND RESPONSIBILITIES

1.1 The Club hereby retains Rudy Ruvalcava, as an independent contractor, to perform the services of Director of Coaching of the Club. The duties and responsibilities of the Director of Coaching are set forth in Article 2 of the Club bylaws and are as follows:

The Director of Coaching (DOC) primary responsibility will be in the development and training of the Club's coaches. The Director of Coaching shall be responsible for overseeing the activities of the coaching and/or training staff or hired team trainers. All Coaches, Assistant Coaches and training staff will report directly to the appointed FOSC Competitive or Recreational Manager. The Director of Coaching shall oversee/advise both the Competitive and Recreation programs coaches, players and teams. The DOC will serve on the Competitive Program Advisory Board. The DOC may also be asked to participate/consult on various club related initiatives or matters as determined by the board.

The Director of Coaching shall help with recruiting qualified coaches and training staff, including preparing and evaluating coaches through an evaluative process. The Director of Coaching may provide training and/or training referrals for training, to the Club coaching staff. The Director of Coaching is responsible for establishing and implementing guidelines for player and coach development. The Director of Coaching shall encourage continued licensing and education of all of the Club's coaches.

The Director of Coaching shall work with the coaching staff to develop and implement an age-appropriate player development curriculum for the Club. The Director of Coaching shall monitor the progress of player and coaching development at all levels of play.

The Director of Coaching shall attend team practice sessions, supervise the organization and implementation of player tryouts, conduct soccer camps and clinics and help promote Fair Oaks Soccer Club. The Director of Coaching shall represent the Club at CYSA Cal-North and NorCal Premier League meetings as scheduled.

The Director of Coaching does not have authority, express or implied, to bind the club to any contracts unless approved in advance by the Board of Directors of the club. However, the Club reserves the right in its sole discretion to accept or reject any order or offer solicited by the Director of Coaching. The Club shall have the right to communicate directly with all members or other customers regarding camps, clinics or other services.

1.2 Since the Director of Coaching acts as an independent contractor, nothing in this contract shall be deemed to prohibit the Director of Coaching from accepting positions or roles with other soccer clubs or organizations, or to prohibit the Director of coaching from engaging in other soccer related businesses or ventures, provided that if the

Director of coaching accepts roles with other clubs or participates in other soccer related businesses or ventures, the Director of Coaching will, in doing so, make clear that he not acting on behalf of Fair Oaks Soccer Club.

## ARTICLE II

### COMPENSATION

The Director of Coaching shall receive the following compensation:

2.1 Base Compensation. The Club will pay to the Director of Coaching Five Hundred Dollars (\$500.00) per month, payable on the First business day of each month. Any increase in the monthly rate must be approved by the Board of Directors of the Club. The Director of Coaching is responsible for the payment of all applicable state and federal taxes. The club does not provide workers compensation insurance.

2.2 Additional Compensation. Further, from time to time, the Club and the Director of Coaching can agree to share in the proceeds for Camps or clinics organized and arranged by the Director of Coaching, although such agreements are subject to the approval of the Club's Board of Directors.

## ARTICLE III

### TERM

The term of this contract shall continue until the contracted is terminated as set forth below.

## ARTICLE IV

### TERMINATION

The Director of Coaching or the Club may, with or without cause, terminate this Agreement upon thirty (30) days' written notice to the respective party.

## ARTICLE V

### ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

## ARTICLE VI

### SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which or into which the Club may be

merged or which may succeed to its assets or business; provided, however, that the obligations of the Employee are personal and shall not be assigned or delegated by the Employee.

## ARTICLE VII

### USE OF INTELLECTUAL PROPERTY

The Club hereby grants to Director of Coaching during the term of this Agreement a non-exclusive, nontransferable and royalty-free right and license to use the trademarks of the Club to use solely in conjunction with the sale or other distribution, promotion and advertising of the products or services offered by the club. The Director of Coaching shall not acquire any right, title, or interest in such Club trademarks other than the foregoing limited license and the Director of Coaching shall not use any Club trademarks as part of the Director of Coaching's corporate or trade name or permit any third party to do so without the prior written consent of the Club.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLUB:

Insert name of Club

By:

\_\_\_\_\_  
Damon Brown,  
Club Manager

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

:

By:

\_\_\_\_\_  
Rudy Ruvalcava

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