



Date:

Name:

Address:

## PRIVATE AND CONFIDENTIAL

Dear \_\_\_\_\_,

### Re: COACH DEVELOPER AGREEMENT

The British Columbia Freestyle Ski Association (“**Freestyle BC**”) is pleased to offer you the opportunity to be an Independent Contractor (“**Contractor**”) in the role of **Coach Developer** on the terms and conditions set out below. It is a fundamental term and condition of this agreement that you sign a Statement of Work each time your services are engaged by Freestyle BC.

To accept this offer, please initial the bottom of each page, sign the last page, and return the entire document to me along with the signed Statement of Work by \_\_\_\_\_.

1. **Contractor’s Services:** Freestyle BC agrees to engage you as an Independent Contractor to provide the services described in the attached Statement of Work (“SOW”) and attached Schedule “A”. The independent contractor will be required to sign/submit a fresh Statement of Work each time their services are engaged by Freestyle BC; however, the terms and conditions of this Agreement will remain in place unless the parties agree otherwise, in writing.
2. **Nature of Retainer:** Freestyle BC and the Independent Contractor acknowledge and agree that the Coach Developer is an independent contractor and not an employee of Freestyle BC. The Coach Developer shall be and shall act solely as an independent contractor in the performance of their duties and responsibilities under this Agreement and the SOW. The Coach Developer and Freestyle BC are each independent and both parties shall retain their independence. Nothing contained in this Agreement or in the Coach Developer’s relationship with Freestyle BC shall be regarded or construed as creating any type of relationship (i.e. employer/employee, joint venture, association, partnership) between the parties other than is expressly set forth herein. The Coach Developer is not, in any capacity, the agent, servant or employee of Freestyle BC and its affiliates.
3. **Payment for Services:** Freestyle BC shall pay the Coach Developer on performance of the Services in accordance with this Agreement as set out in the SOW which is incorporated and forms part of this Agreement (the “Fees”). Payment for Services will be determined based on current market prices for the Coach Developer day rate. Fees will not be paid until the Coach Developer has completed all duties under “Responsibilities” and those outlined in the applicable SOW, with particular emphasis on coach candidate evaluations.

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4. **Invoices:** The Coach Developer agrees to submit invoices for Services rendered within 14 days of the Services being completed. Fees will not be paid without an invoice.
5. **Booking Deposit:** The Coach Developer has the option of participating in a “booking deposit”, provided this deposit is agreed to in the SOW. The booking deposit will be capped at a maximum of \$250 or 25% of the fees invoiced, whichever is less.

The booking deposit commits the parties to this Agreement and compensates the Coach Developer in the event of a late course cancellation. Freestyle BC agrees to pay the booking deposit 7 days before the first day of the course, or the first day of travel for the Coach Developer, whichever is earlier (this date must be specified in the SOW).

The booking deposit is optional, and it is the responsibility of the Coach Developer to request this payment and submit an invoice.

In the event of a late course cancellation, the booking deposit is non-refundable, and the Coach Developer will keep the deposit. If the cancellation is because the Coach Developer is no longer available for any reason, the deposit must be returned to Freestyle BC within 7 days after receiving notice that the funds are to be returned.

6. **Expenses:** Freestyle BC agrees to reimburse the Coach Developer for certain travel expenses incurred at non-local courses, provided these expenses are approved in advance in writing and are detailed in the SOW. Potential travel expenses include: hotel accommodations, travel costs (airfare, personal car or rented vehicle), daily per diem allowance (\$45/day), lift tickets, and course access. Freestyle BC will not reimburse the Coach Developer for expenses incurred at local courses. Please note that Freestyle BC will not reimburse for expense items that are not included in the SOW.
7. The Coach Developer is required to submit all receipts for expenses incurred within 7 days of the Services being completed.

The Freestyle BC Travel Expense Policy is as follows:

- Airfare – equivalent of Air Canada base fares (unless otherwise approved)
- Driving a personal vehicle in excess of 50km – mileage at the equivalent of \$0.45 per kilometer
- Meals - \$45 per day, unless otherwise approved, when travelling on Freestyle BC approved business
- Accommodation – at best rate negotiated at a Freestyle BC approved hotel.
- Rental Vehicle may be provided for the LF in circumstances where Freestyle BC sees fit.

8. **Records:** The Coach Developer is required to maintain accurate records of time spent in performing the Services and must submit these records to Freestyle BC along with the invoice.

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9. **Insurance and Liability:** Freestyle BC and Canadian Freestyle Ski Association (“**Freestyle Canada**”) provide its members with liability insurance coverage. It is a fundamental term and condition of this Agreement that the independent contractor maintains their memberships in good standing and immediately advises the Executive Director if this status changes. Please provide us with current proof of membership along with this signed Agreement.
10. **Course Accidents and Injuries:** If the Coach Developer or a course participant becomes injured while taking part in a Freestyle Canada activity, the member is responsible to take the following steps:
  - Complete an Accident Report Claim form immediately and submit the Report to the Freestyle Canada office.
  - The Accident Report Claim form can be found at this link:  
<https://www.freestylecanada.ski/en/resources/insurance/accident/>
11. **Registration and Licensing:** The Coach Developer is responsible to maintain all necessary licensing and registration to complete the Services described in the SOW and must immediately inform Freestyle BC in writing if this status changes. This includes annual registration for a Freestyle Canada Coach membership.
12. **Responsibility for Contractor's Income:** The Coach Developer’s relationship with Freestyle BC is one of an independent contractor and Freestyle BC shall make no deductions from fees payable to the Coach Developer for Employment Insurance contributions, Canada Pension Plan contributions, Income Tax, or any other deductions from employment income required by the applicable government authorities.

The Coach Developer covenants and agrees that they shall remit all corporate or personal Goods and Services Tax remittances, personal, employment and income taxes, government pension, Employment Insurance contributions and any and all other taxes and withholdings required by law. All such amounts shall be the responsibility of the Coach Developer and shall be forwarded, as appropriate, directly to the government authorities involved and proof of compliance by the Coach Developer with these requirements shall be made to Freestyle BC upon request.

Notwithstanding any other provision contained herein, in the event that the Canada Revenue Agency or other like government agency seeks payment from Freestyle BC for whatever reason for any unpaid taxes, benefits, premiums or other amounts due from the Coach Developer (excluding any GST which Freestyle BC is required to pay to the Coach Developer hereunder), the Coach Developer hereby agrees to jointly indemnify and hold the Freestyle BC harmless for the amount of such taxes, benefits, premiums or other amounts plus any interest and penalties which Freestyle BC may be required to pay.

The Coach Developer further agrees that, without restriction to any other remedy available to Freestyle BC, the Coach Developer may set-off an amount equal to any amounts which have been claimed against Freestyle BC or paid by Freestyle BC from any remuneration owed to the Coach Developer from Freestyle BC.

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13. **Criminal Record Check:** It is a fundamental term and condition of this Agreement that the Independent Contractor will provide proof of a criminal record check, when requested. The independent contractor is required to immediately advise the Executive Director if they are charged with a criminal offense for which a conviction will impact their ability to perform Services for Freestyle BC.
14. **Termination of the Services:** Freestyle BC anticipates that the Coach Developer will perform the Services for the time specified in the SOW. Notwithstanding the timeframe set out in the SOW, Freestyle BC or the Coach Developer may terminate this Agreement at any time by providing 60 days' notice in writing.

In the event the Coach Developer is deemed to be an employee and there is no just cause for dismissal, the maximum notice or compensation in lieu of notice which Freestyle BC shall be liable for shall be that described in Part 8 of the *Employment Standards Act*, R.S.B.C. 1996, c. 113 as amended from time to time. The Coach Developer's legal right to notice or compensation upon dismissal is governed by this provision, not by the common law.

15. **General:** In the event any part of this Agreement does not meet minimum statutory requirements those minimum requirements will apply.
16. This Agreement describes Freestyle BC's entire Agreement with the independent contractor. It supersedes and replaces any prior agreements, representations or promises, whether oral or written.
17. If any part of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, then such ruling shall in no way affect the validity or enforceability of the balance of the Agreement, it being the intent of the parties that the invalid or unenforceable portions are severable.

Yours truly,

**Freestyle BC per,**

Executive Director

*I have read, understand and accept this Independent Contractor Agreement.*

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Signature

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Date

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## **SCHEDULE “A” RESPONSIBILITIES OF A COACH DEVELOPER**

**FACILITATING:** Facilitate the Technical Workshop and/or the NCCP Sport Specific Modules included in the workshop. There are many responsibilities within facilitating a workshop and these are listed in the Learning Facilitator (“LF”) Guide for the specific workshop and/or the SOW.

**EVALUATING:** The Coach’s Skills during the technical workshop with the Coach Skill Evaluation tool.

**SUBMISSIONS:** Submitting the coach candidate evaluation forms immediately to Freestyle BC. Freestyle BC will update the locker with the appropriate transcripts delivered upon course completion.

**STAY INFORMED:** Communicate with the appropriate Master LF and Freestyle Canada for material changes or module updating.

### **STAY ACTIVE:**

- Register annually for the Freestyle Canada Coach membership - June 1st.
- Conduct 1 workshop every 2 years
- Will need to have an external evaluation done by the MLF on 4<sup>th</sup> facilitation

### **WORKSHOP RESPONSIBILITIES:**

- Check to make sure you have the current material for your workshops
- Confirm contract dates with Freestyle BC

### **PRE-WORKSHOP RESPONSIBILITIES:**

- Coordinate facility/terrain needs with Freestyle BC and the local club where applicable
- Review your course material and ensure your materials and scheduling are current.
- Email the candidates to inform them of:
  - Meeting time and place
  - Schedule of course
  - Equipment needed
  - Links to online course materials
  - The expectations of the workshop
- Coordinate coach candidate workbooks/manuals with Freestyle BC.

### **DURING WORKSHOP:**

- Follow the LF Guide for the specific workshop
- Provide all candidates with direction for their evaluation process and their evaluators
- Abide by Freestyle BC’s Code of Conduct, Freedom from Bullying and Harassment, and Safe Sport Policies
- Communicate with the candidates about any schedule changes

### **AFTER WORKSHOP ADMINISTRATION:**

- Complete coach candidate evaluations for all participants within 48 hours of course completion. The Coach Developer should endeavor to complete these immediately following the completion of the course.
- Email completed evaluation forms to Freestyle BC. Freestyle BC will be responsible for updating the Locker transcripts of each coach.
- Submit invoice for expenses and fees within 7 days of the completed workshop. Invoice will not be paid until all “Responsibilities” are met, especially evaluation forms.

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# COACH DEVELOPER CODE OF CONDUCT

As Coach Developer of Freestyle BC, the Contractor will abide by the word and spirit of all Freestyle BC organizational policies. Additionally, the Contractor agrees to abide by the following Coach Developer Code of Conduct.

## Code

The Contractor shall:

1. Support key personnel and systems of Freestyle BC and partner organizations in a positive and professional manner at all times, while on course and working in the field.
2. Provide the most up-to-date instruction and coaching possible.
3. Make every effort to attend professional development sessions annually, to improve personal abilities and performance.
4. Align with the common goals and objectives of both the Freestyle BC and Freestyle Canada as they service the membership at large.
5. Avoid discrediting specific ski equipment, manufacturers, sponsors, suppliers, employer and/or other Industry partners.
6. Exhibit exemplary professional behavior at ski areas. Courtesies are often accorded at ski areas that should be considered a privilege and not a right.
7. Approach problems and issues (technical and non-technical) in a professional and respectful manner seeking solutions that support due process (consistent with the alignment resolution mechanism).

## Responsibility

If there is disagreement or misalignment on issues, it is the responsibility of the individual staff, contractor or course facilitator to seek alignment with the objectives, goals and directives of Freestyle BC.

Please, be advised that Freestyle BC and Freestyle Canada Boards will take necessary disciplinary action should any material breach of the Code occur.

I hereby declare having read the above and understand and accept the terms and conditions outlined.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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