



RiderCoach and RiderCoach Trainer Certification Agreement

This RiderCoach and RiderCoach Trainer Certification Agreement (the “Agreement”) is made and entered into as of the Effective Date identified above by and between the Motorcycle Safety Foundation (“MSF”) and the RiderCoach or RiderCoach Trainer identified above (the “RiderCoach / RiderCoach Trainer”), and consists of this cover page, the attached Rules of Professional Conduct, the attached General Terms and Conditions, and any candidate application forms and data sheets that the RiderCoach / RiderCoach Trainer may be requested to submit by MSF or a RERP Site, including, without limitation, the MSF RiderCoach Preparation Candidate Application and the MSF RiderCoach Data Sheet.

If no Effective Date is indicated above, the Effective Date is the last date signed by the Parties. MSF and the RiderCoach / RiderCoach Trainer may also be referred to individually as a “Party” or collectively as the “Parties” throughout this Agreement.

IN WITNESS WHEREOF, and for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date, and the RiderCoach / RiderCoach Trainer agrees to abide by all terms of this Agreement, including, without limitation, the Rules of Professional Conduct and the General Terms and Conditions.

MSF RiderCoach / RiderCoach Trainer

By: _____ Date: _____
(Signature)

Name: _____
(Please print)

Phone: _____

Email: _____

RiderCoach ID: _____



RiderCoach and RiderCoach Trainer **Rules of Professional Conduct**

The rules of professional conduct for RiderCoaches and RiderCoach Trainers help ensure that MSF *RiderCourses*SM are conducted in a positive, efficient and professional manner.

RiderCoaches and RiderCoach Trainers agree to:

1. Conduct MSF Rider Education Training System (RETS) courses and programs in a manner that meets the standards of MSF curricula and only at recognized Rider Education Recognition Program (RERP) sites. RiderCoach and RiderCoach Trainer candidates must be sponsored by a training organization or jurisdiction with current RERP status and agreement on file with MSF. RiderCoaches and RiderCoach Trainers shall not conduct MSF training outside the United States and United States military installations without the written approval of MSF.
2. Maintain a low risk and positive learning environment for all students.
3. Demonstrate safe riding habits and always wear protective gear when riding to, from, and during rider training activities.
4. Currently operate a motorcycle on a frequent, routine basis.
5. Ride and drive free of alcohol, cannabis, opioids, and other drugs that cause impairment.
6. Maintain a clean riding and driving record. This means, for example but without limitation, no tickets for reckless or grossly negligent behavior, no intoxicated riding or driving, no at-fault traffic accidents, no DUI arrests, and no failures to appear in court for traffic violations.
7. Complete RiderCoach and/or RiderCoach Trainer Professional Development if required by MSF.
8. Use the MSF RETSORG Profile update function to inform MSF of any personal address change, maintain a current email address, and complete MSF RiderCoach or RiderCoach Trainer surveys promptly.
9. Conduct one's self in a professional manner that includes: appropriate appearance and language, exhibiting positive verbal and written messages, positive interaction with others that is free from intimidation or threat, and consistent with MSF's mission.*

10. RiderCoaches and RiderCoach Trainers shall not portray, use or promote MSF or MSF Property in a manner which, in MSF's sole judgment and discretion, affects in a negative and detrimental manner MSF's business or goodwill, or tends to deceive or mislead the public, or which creates a likelihood of confusing the public.
RiderCoaches and RiderCoach Trainers shall discontinue any use or promotion that MSF, in its sole discretion, finds to be negative or injurious to MSF and its mission.
11. MSF may reject, suspend or revoke RiderCoach or RiderCoach Trainer certification when MSF, in its sole discretion, has determined that the individual has acted or has threatened to act, in connection with training or otherwise, in a manner that (1) in any way portrays or depicts MSF in a negative, disparaging or defamatory manner; (2) compromises or injures the goodwill, name, brand, or reputation of MSF, its employees, personnel, and/or representatives; or (3) is in any way contrary to MSF's mission.*

* MSF Mission Statement: To make motorcycling safer and more enjoyable by ensuring access to lifelong quality education and training for current and prospective riders, and by advocating a safer riding environment.



RiderCoach and RiderCoach Trainer
General Terms and Conditions

1. **Definitions.** Unless otherwise specified herein, capitalized terms used in this Agreement shall have the meanings attributed to them in this section or in such other section or document in which such terms appear.

“**Affiliate**” means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity.

“**Confidential Information**” means material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and Intellectual Property Rights of the other Party that may not be accessible or known to the general public.

“**Intellectual Property Rights**” means any and all now known or hereafter existing rights associated with intangible property, including, without limitation, registered and unregistered United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights of every kind and nature and however designated.

“**Services**” means the services to be provided to MSF or to any Affiliate of MSF.

“**MSF Property**” means all MSF documents and curriculum materials, including, without limitation, RiderCoach Guides, Range Cards, Rider Handbooks, CDs, DVDs, computer files, on-line resources, and other printed and audio/visual training aids.

2. **Non-Employment.** MSF and the RiderCoach / RiderCoach Trainer expressly agree and acknowledge that nothing in this Agreement shall be deemed or construed to create an employer/employee, independent contractor, joint venture or partnership relationship between MSF and the RiderCoach / RiderCoach Trainer, or between MSF and the RERP Site. The RiderCoach / RiderCoach Trainer is not entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other benefits provided by MSF to its employees. The RiderCoach / RiderCoach Trainer is exclusively responsible for all Social Security taxes, self-employment taxes, income taxes, disability insurance, workers’ compensation insurance, any other statutory benefits otherwise required to be provided to employees, and all fees and licenses, if any, required for the performance of the services in connection with MSF *RiderCourses*. The RiderCoach / RiderCoach Trainer understands and agrees that he/she is solely responsible for all income and/or other tax obligations, if any, including but not limited to all reporting and payment obligations, if any, which may arise as a consequence of any services provided by the RiderCoach / RiderCoach Trainer in connection with MSF training events and/or MSF *RiderCourses*.

3. Proprietary Rights. MSF and the RiderCoach / RiderCoach Trainer expressly agree and acknowledge that MSF retains all Intellectual Property Rights and title in and to all of their Confidential Information and other proprietary information, work product, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with MSF *RiderCourses*, the MSF Curricula, and the MSF Rider Education Training System, including, without limitation, all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing “MSF Works”). Nothing in this Agreement shall create any right of ownership or license in and to the MSF Works, which MSF shall continue to independently own and maintain.
4. Confidential Information. The Parties acknowledge that by reason of their relationship under this Agreement, the RiderCoach / RiderCoach Trainer may gain access to and use of Confidential Information of or relating to MSF. The RiderCoach / RiderCoach Trainer agrees to maintain all such Confidential Information, whether received orally or in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written authorization MSF. The RiderCoach / RiderCoach Trainer further agrees to use the Confidential Information only for the purpose of performing this Agreement, and consistent with MSF’s mission and intent. Notwithstanding the foregoing, the obligations set forth herein shall not apply to Confidential Information which: (a) is or becomes a matter of public record or knowledge through no fault or action of the RiderCoach / RiderCoach Trainer; (b) was lawfully in the RiderCoach / RiderCoach Trainer’s possession prior to disclosure by MSF; (c) subsequent to disclosure, is rightfully obtained by the RiderCoach / RiderCoach Trainer from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the RiderCoach / RiderCoach Trainer without resort to the Confidential Information; or (e) is required by law or judicial order to be disclosed, provided that the RiderCoach / RiderCoach Trainer shall give MSF prompt written notice of such required disclosure in order to afford MSF an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with MSF’s efforts to secure such a protective order or other legal remedy to prevent the disclosure.
5. Authority. MSF and the RiderCoach / RiderCoach Trainer represent and warrant that they each have the power and authority to enter into this Agreement and to fully perform their respective obligations under this Agreement.
6. Term and Renewal. This Agreement will commence as of the Effective Date and will continue until terminated in accordance with its terms.
7. Termination for Convenience. Either Party may terminate this Agreement at any time and for any reason, or for no reason whatsoever, upon thirty (30) days advance written notice to the other Party. This Agreement shall terminate automatically upon the death of the RiderCoach / RiderCoach Trainer.

8. Termination for Cause. MSF may terminate this Agreement for Cause, immediately, and without prior written notice or further liability on the part of MSF. The following shall constitute “Cause” for such termination: (a) the existence of any unsafe condition at a RERP Site that MSF in good faith attributes to the actions or inactions of the RiderCoach / RiderCoach Trainer; (b) the conviction of the RiderCoach / RiderCoach Trainer for a crime involving moral turpitude, deceit, dishonesty or fraud; (c) any action or inaction by the RiderCoach / RiderCoach Trainer that has caused or is reasonably likely to cause harm to MSF or any Affilliate of MSF; (d) the RiderCoach / RiderCoach Trainer’s gross negligence or willful misconduct with respect to MSF or any Affilliate of MSF; (e) the RiderCoach / RiderCoach Trainer’s willful and continued failure to substantially perform (other than by reason of a disability) the RiderCoach / RiderCoach Trainer’s duties and responsibilities in connection with MSF *RiderCourses* and/or this Agreement; (f) any substantial breach of the Rules of Professional Conduct, which are incorporated into this Agreement; (g) any intentional act by the RiderCoach / RiderCoach Trainer involving dishonesty, deceit, fraud, moral turpitude, misconduct, breach of trust, or acts intentionally against the financial or business interests of MSF; (h) the RiderCoach / RiderCoach Trainer’s use of illegal drugs, alcohol, cannabis, or opioids, or possession of illegal drugs at the RERP Site; (i) the RiderCoach / RiderCoach Trainer’s failure to fully cooperate with quality assurance activities or training-related investigations and/or legal matters as requested by MSF; and/or (j) the material breach by the RiderCoach / RiderCoach Trainer of any provision of the Agreement.
9. Notices. All notices shall be in writing (which may include e-mail) and addressed to the Party to be served at the respective addresses set forth on the cover page of this Agreement. Any such notice may be served personally or by certified mail (postage pre-paid), commercially recognized overnight delivery service (such as UPS, DHL or Federal Express), courier, or email.
10. Non-disparagement. RiderCoach / RiderCoach Trainer agrees that he/she shall not, whether directly or indirectly, make, publish, or verbally communicate any disparaging or derogatory statements, whether in writing or otherwise, concerning MSF, MSF *RiderCourses*, the MSF Curricula, and the MSF Rider Education Training System, or any of MSF’s officers, directors or employees.
11. Use of Name. The RiderCoach / RiderCoach Trainer expressly consents to the use by MSF of the RiderCoach / RiderCoach Trainer’s name, likeness, picture and biographical data and information in various reports, press releases, company web site, information sent to members and Affilliates, brochures or other documents produced by or on behalf of MSF. The MSF does not use, share, or sell RiderCoach / RiderCoach Trainer information to third parties for commercial purposes.
12. Supremacy. In the event of any express conflict or inconsistency between this Agreement and any candidate application forms or data sheets, the terms of this Agreement shall control.

13. Successors. This Agreement is binding upon MSF, the RiderCoach / RiderCoach Trainer, and the Parties' executors, administrators, successors, and assigns.
14. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, nor shall the invalidity or unenforceability of any portion of any provision of this Agreement affect the validity or enforceability of the balance of such provision, which shall remain in full force and effect.
15. Governing Law. This Agreement in all respects shall be subject to the laws of the State of California. This Agreement, and any disputes arising hereunder, shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles. The Parties agree that any action to enforce this Agreement must be brought in the federal or state courts of the State of California. The Parties hereby consent to such courts' exercise of personal jurisdiction over them and expressly waive any objections thereto.
16. Amendment. No amendment or modification hereto or hereunder shall be valid unless in writing signed by an authorized signatory for both Parties.
17. Waiver. Waiver of any provision hereof must be in writing and signed by the party for whose benefit the waived provision exists and any such waiver shall not operate as a waiver of, or estoppel with respect to, any covenant, agreement or obligation under this Agreement except and only to the extent of the provision expressly covered in such written waiver.
18. Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
19. Entire Agreement. This Agreement constitutes the entire agreement between MSF and the RiderCoach / RiderCoach Trainer relating to the subject matter hereof. This Agreement supersedes all prior agreements between MSF and the RiderCoach / RiderCoach Trainer (whether oral or written) relating to the subject matter hereof.
20. No Strict Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.
21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.