



1099 vs W-2 Checklist

Use this checklist to become audit proof, get some sleep knowing you're finally classifying your coaches right, and start saving money on your taxes.

If you do have questions reach out to us, we're friendly! www.incitetax.com

IRS Factors		To Have Coaches as 1099	1099	W-2
3 Most Important	Instructions to workers	You let the coach determine the warm ups, WOD, and handling each classes specific needs on their own. Zero input from you. This doesn't mean you can't give feedback or recommendations.		
	Job Training	The coach needs to be responsible for their certifications. You cannot require them to go to trainings. You can provide trainings and charge them for it, but you can't make attendance mandatory. You never want to pay for their certification fees.		
	Ability to make a profit or suffer a loss.	If you pay the coach per class, and make them pay for their own certifications, and all their business expenses, then they have the ability to suffer a loss.		

10 of Higher Importance	W-2 or 1099	Your coaches as contractors get a 1099. So get a w-9 signed from them before you pay them the first time.		
	Intent of relationship	Your coaches need to have an independent contractor agreement.		
	Pay Basis	You need to pay your coaches per class or per athlete coached. It can't be an hourly rate. It has to be "project" based.		
	Benefits	You can't provide benefits like health insurance to your coaches.		
	Incorporate status	Your coaches should, at a minimum, have a single member LLC so that you are paying a business entity and not an individual.		
	Importance of the worker's services	The work of the coach is highly important to CrossFit. But it's the role of the coach and not the coach himself that is vital.		
	Personal performance of services	The coach must have the ability to hire other people out of her own pocket to help her get the job done. Meaning, you can't require the coach to do all the work personally themselves.		
	Providing assistants	You can't hire someone and pay that person to assist the coach. The coach would pay for that person.		
	Ongoing relationship	Your independent contractor agreement should describe what the ongoing relationship looks like.		
	Setting the order or the sequence of work	Your coach needs to be able to decide his or her schedule both day-to-day and in the long run. They also need to be able to choose what the class is going to do for their session.		

11 of Lesser Importance	Flexibility of schedule	Your coach needs to be able to set their own schedule.		
	Demands for fulltime work	Your coach needs to have the option to take on additional work from others. This is one of the reasons why you can't have a non-compete clause in your contract with the coach.		
	Need for onsite services	The rule is that you can't require someone to work on company premise IF the work can be performed somewhere else. In most cases, your athletes need the <u>work out to happen at your location.</u>		
	Requirements for reports	You can't require your coach send you regular reports on the status of their <u>work.</u>		
	Payment for travel expenses	Your coaches cover all their expenses. You only pay them for teaching classes or <u>other projects. Never reimburse expenses.</u>		
	Provisional tools and materials	Because this is a less important factor we just acknowledge the coach uses the affiliate owners space. If you want to make this iron clad, then you should include in the independent contractor agreement the coach is renting your tools from you and then there should be an actual cash trail of that "rent income".		
	Investments in facilities	This is the exact same thing as the provisional tools issue.		
	Work for multiple companies	Your coach needs to have the ability to simultaneously provide services to other people. This means you probably don't want a non-compete in your independent contractor agreement, but you would certainly have a non-solicit clause.		
	Availability to public	Your coach should have a website that is available to the public.		
	Control over discharge	Your ability to fire the coach needs to be spelled out in the contract terms		
	Right of termination	This is the same thing, but from the coaches perspective. Your contract should spell out how a coach can end the relationship with you.		