

Southern Oregon Soccer Officials Association

Section 2. Association members are independent contractors, not employees of SOSOA.

F. Independent Contractor Forms

Section 1. Each member shall complete the W-9 form and sign the SOSOA independent contractor form before receiving assignments.

Coos – Brookings Soccer Officials Association and SVOA

Section 10. Independent Contractor. Members of the SVOA are independent contractors pursuant to ORS 670.600 and are not employees, agents or servants of the SVOA. The SVOA is not required to and, therefore, will not provide any employee related benefits such as workers compensation or unemployment insurance and will not withhold any employee/employer related taxes. Members are solely and entirely responsible for his or her acts during the performance of their officiating duties.]

RVFOA

The official is an independent contractor and NOT AN EMPLOYEE of RVFOA, nor agents, nor any institution or team server by RVFOA. The official understands and agrees that neither RVFOA nor any of the institutions or teams served provides Workers Compensation Insurance or any form of Unemployment Insurance, because the official is not an employee under the terms of this agreement. The official is responsible for declaration of income and all taxes as required.

NCVOA

.Relationship of Parties: The Referee as an independent contractor. The Referee is not, and shall not be deemed to be an employee, agent, or servant of the NCVOA. The NCVOA shall not provide any benefits to the Referee including, but not limited to, worker's compensation insurance or unemployment insurance. The Referee shall be solely and entirely responsible for his or her acts during the performance of the Agreement. Despite being an independent contractor, the services contemplated by the Referee must meet the approval of the NCBOA and are subject to the NCVOA's general right of supervision to secure the satisfactory completion thereof. The Referee agrees to comply with all federal, state and municipal laws, rules, and regulations that are now or may be in the future applicable to the Referee.

2017 FOOTBALL OFFICIAL'S AGREEMENT

I, (print full name) _____, hereafter referred to as "the official", and Rogue Valley Football Official's Association here after referred to as RVFOA, mutually and jointly agree to the following:

Appointment to the roster of officials does not carry any obligation on the part of RVFOA to make any game assignments for the official. Official's assignments are made by the Commissioner and may include; practices, jamborees, league, non-league, tournament or playoff games, pre or post season. Commissioner may cancel any assignment at any time without recourse.

The official is an independent contractor and NOT AN EMPLOYEE of RVFOA, nor agents, nor any institution or team server by RVFOA. The official understands and agrees that neither RVFOA nor any of the institutions or teams served provides Workers Compensation Insurance or any form of Unemployment Insurance, because the official is not an employee under the terms of this agreement. The official is responsible for declaration of income and all taxes as required.

The official is personally responsible for adequate medical and accident coverage for any injury or illness sustained as an official. The official warrants that medical coverage is presently in effect and will be kept in full force, at official's expense, throughout the duration of this agreement.

The official warrants physical fitness commensurate with the rigors of officiating all assignments and agrees to stay in condition to perform the job throughout the duration of this contract. The official will notify the Commissioner at any time any condition arises which prevents delivering high quality officiating services.

The official will be paid during the term of these agreements from monies received from the institutions or teams it serves. The Commissioner as approved by the Board will pay game and travel fees on behalf of RVFOA. Payments are made on behalf of the Association through and independent service designated by the Board. An amount as approved by the Board and membership will be deducted from game fees.

The official agrees to pay registration and game assignment fees as set forth by Association practices. All registration and/or past fees are due and payable prior to receiving registration materials. Fees are either direct payment by official or by authorized deduction from earned fees by the commissioner.

All travel arrangements to assigned game site(s) are the sole responsibility of the official. Proof of automobile liability insurance may be required by the Board to receive travel fees.

During the term of these agreements, either the Commissioner of RVFOA or the official may terminate them, without cause, upon ten (10) days written notice to the other party.

The term of this agreement is August 15, 2017 and terminates December 31, 2017. The effective date of this agreement occurs when both, "the Official" and "the Commissioner" have completed, signed, and dated this form.

Signature of Official	Social Security #	Driver Lic #	Date Signed
Commissioner of Officials-RVFOA		Date Signed	

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made and entered into effective this date _____, by and between North Coast Volleyball Officials Association here in known as the "NCVOA", and _____ herein after known as the "Referee"
In consideration of the mutual promises set forth below, the parties agree as follows.

1. **Description of Work:** The services to be performed by the Referee shall be providing volleyball officiating to schools. Such referee services shall be provided in accordance with the rules and guidelines established by the National Federation of State High School Associations, the Oregon School Activities Association ("OSAA") and the NCVOA.
2. **Payment for Services:** The schools to which the Referee is assigned will pay the amount due the Referee to the Association. The Association will deliver the appropriate game fee, as established in the OSAA guidelines less any unpaid NCVOA fees. The referee agrees to report such amount received and pay all taxes, fees, and other charges required by federal, state, or local governments.
3. **Relationship of Parties:** The Referee as an independent contractor. The Referee is not, and shall not be deemed to be an employee, agent, or servant of the NCVOA. The NCVOA shall not provide any benefits to the Referee including, but not limited to, worker's compensation insurance or unemployment insurance. The Referee shall be solely and entirely responsible for his or her acts during the performance of the Agreement. Despite being an independent contractor, the services contemplated by the Referee must meet the approval of the NCBOA and are subject to the NCVOA's general right of supervision to secure the satisfactory completion thereof. The Referee agrees to comply with all federal, state and municipal laws, rules, and regulations that are now or may be in the future applicable to the Referee.
4. **Liability of Loss:** The NCVOA, its officers, director, executive committee or other authorized representative shall not be responsible to be held liable for injury or damage to persons or property resulting from rendering of services by the Referee.
5. **Insurance and Indemnification:** The services performed under this Agreement shall be performed entirely at the Referee's risk and the Referee assumes all responsibility for the condition of his/her equipment, vehicle, or other tools used in performance of the Agreement. The Referee will carry, for the duration of this Agreement, medical insurance and necessary automobile insurance as required by Oregon Law for any vehicle used by the Referee to drive to any required location or school. The Referee agrees to indemnify the NCBOA for any and all liability loss, attorney fees arising in any way out of the performance of the Agreement.
6. **Term:** It is understood that the services provided by the Referee shall be completed by November 30th, _____, however the covenant herein shall survive said termination.
7. **Insurance Requirement:** Referee agrees to have medical and auto insurance in effect for the term of this agreement.

Medical Insurance Company Name _____

Policy or Group Number _____

Automobile Insurance Policy Name _____

Policy Number _____ Expiration Date: _____

8. Referee Signature

This Agreement is executed this _____ day of _____ year _____ Volleyball Season.

Referee Name (please print) _____

Referee Signature _____

**CENTRAL OREGON VOLLEYBALL OFFICIALS ASSOCIATION
INDEPENDENT CONTRACTOR LETTER OF AGREEMENT.**

This agreement is made and entered into effective by and between the CENTRAL OREGON VOLLEYBALL OFFICIALS ASSOCIATION (Association) and _____(Official).

In consideration of the actual promises set forth below, the parties agree to:

1. **DESCRIPTION OF WORK:** The services to be performed of the **Official** shall be providing Volleyball officiating to schools as assigned. Such services shall be provided in accordance with the rules and guidelines established by:
The National Federation of State High School Associations; The Oregon School Activities Association; The Central Oregon Volleyball Officials Association.
2. **PAYMENT FOR SERVICES:** The organization to which the **Official** is assigned will pay the amount due the **Official**, to the Association. The Association will deliver the amount paid, less any fee due the Association for assigning the match. The association will not withhold any amount for Social Security, Taxes, Workers Compensation or Unemployment Compensation. The **Official** agrees to report such amounts received and pay all taxes, fees and other charges required by federal, state and or local governments.
3. **RELATIONSHIP OF THE PARTIES:** The **Official** is an independent contractor and is not, and shall not be deemed to be an employee, agent or servant of the Association. The Association shall not provide any benefits to the **Official** including, but not limited to, workers compensation insurance or unemployment insurance. The **Official** shall be solely and entirely responsible for his or her acts during the performance of this agreement. Despite being an independent contractor, the services contemplated by the **Official** must meet the approval of the Association and are subject to the Association's general right of supervision to secure the satisfactory completion thereof. The **Official** agrees to comply with all federal, state and municipal laws, rules and regulations that are now or may be in the future applicable to the **Official**.
4. **LIABILITY FOR LOSS:** The Association, it's officers, directors, executive committee or other authorized representatives shall not be responsible or held liable for injury or damage to persons or property resulting from rendering service by the **Official**.
5. **INURANCE AND INDEMMIFICATION:** The services performed under this agreement shall be performed entirely at the official's risk, and the **Official** assumes all responsibility for the condition of his/her equipment, vehicles or tools used in performance of this Agreement. The **Official** will carry, for the duration of this Agreement, medical insurance, liability insurance, necessary automobile insurance as required by Oregon Law for any vehicle used by the **Official** in driving to any assignment.
6. **WORKERS COMPENSATION INSURANCE:** If applicable or appropriate, the **Official** agrees to maintain, at the **Officials** sole expense, workers compensation insurance to fully protect both the **Official** and the Association from any and all claims or deaths arising from the performance of this agreement. **Official** hereby declares that he/she or his/her family shall be exempt from receiving, and not be entitled to, worker compensation benefits for injury, sickness or death result from **Official's** participation pursuant to this agreement. **Official** is responsible for providing any such insurance coverage deemed necessary for **Officials** and his/her family.
7. **TERM:** It is understood that the service provided by this **Official** shall be completed by the end of the _____ Season. However, the covenants herein shall survive said termination.

CENTRAL OREGON VOLLEYBALL
OFFICIALS ASSOCIATION WITNESS:

OFFICIAL

By: _____

By: _____

Date: _____

Date: _____



SALEM BASEBALL UMPIRES ASSOCIATION

PO Box 238, Monmouth, Oregon 97361

Phone: 503-931-7282/ E-mail: john.f.whittemore@gmail.com/ Web: www.salembaseballumpires.org

2018 UMPIRE CONTRACT

It is solely agreed between the Salem Baseball Umpires Association and the named official, hereinafter referred to as "Umpire"; enter into this contract pursuant to the following terms and conditions.

- It is specifically understood that the Umpire is **NOT** an employee of Salem Baseball Umpires Association (SBUA or Association), and the Umpire agrees to serve as an Independent Contractor. The term of this agreement is for one calendar year. The specific year covered is the 2018 calendar year only.
- A decision as to future contracts, if any, shall rest solely at the discretion of Salem Baseball Umpires Association. In no event shall either party extend the terms of this agreement beyond the 2018 calendar year.
- The Umpire further agrees to keep in a condition fit to perform the duties of an Umpire throughout the term of this agreement and shall promptly notify Salem Baseball Umpires Association if, at any time, his/her condition, for any reason, is below normal standards.
- The Umpire understands that he/she is personally responsible for medical expenses, including but without limitation: hospital charges, physician fees, therapist fees, ambulance fees and the cost of any and all medications that may be incurred by the Umpire as a result of any assignment. The Umpire further understands that his/her medical insurance coverage must be in place to benefit the Umpire if needed.
- The Umpire agrees that any assignment is subject to cancellation by Salem Baseball Umpires Association when it deems, in its sole discretion, such cancellation to be in the best interest of the Umpire, Salem Baseball Umpires Association, or any affiliated school/program.
- The Umpire agrees to pay \$40.00 dues for the 2018 spring/summer season. If the umpire chooses he/she may have their dues deducted from their first pay period otherwise dues are to be paid prior to the Umpires first assignment. The Umpire shall submit his/her social security number to Salem Baseball Umpires Association prior to the start of the 2018 season, for the purpose of reporting income (greater than \$600.00) to the IRS. The Umpire also understands that he/she must consent to an OSAA Criminal Background History Check.
- The Umpire agrees to purchase the 2018 OSAA Umpires Packet at the pre-determined cost set by the OSAA. Each packet includes but is not limited to the following: 2018 NFHS Rule Book, NFHS Case Book, OAOA Membership Dues, NFHS Liability Insurance and Oregon Umpires Mechanics Manual.

The Umpire agrees to pay the above aforementioned dues set by the executive committee. Association dues must be paid in full before any Umpire receives his/her 2018 OSAA Baseball Umpire Packet. The umpire packet fee will need to be paid online through OSAA website

- The Umpire agrees to hold harmless and indemnify Salem Baseball Umpires Association, its Executive Board of Directors and affiliated schools/programs from any and all liability for injuries, proximately caused to any person or property solely due to neglect or intentional act or omission of the Umpire arising out of the Umpires assignment to act as an Umpire at any athletic contest, pre-season practice game (scrimmage) or event assigned by Salem Baseball Umpires Association. The Umpire understands and is aware that Salem Baseball Umpires Association does **NOT** provide workers compensation insurance to the Umpire as the Umpire is **NOT** an employee of Salem Baseball Umpires Association, but is an Independent Contractor. The Umpire is responsible for any insurance coverage deemed necessary by the Umpire.
- The Umpire agrees to be present and available at least 15 minutes prior to the start of any assignment. The Umpire also agrees that at no time before or during any assignment to consume any alcoholic beverages or take any narcotics. The Umpire understands that smoking or the use of any Tobacco product is prohibited on or around school/program property. Any violation of this clause shall result in immediate suspension or termination of this contract.
- Any Umpire that fails to report a violation of the Drug, Alcohol and Tobacco provision of the contract may be liable to sanctions to be determined by Salem Baseball Umpires Association.
- The Umpire understands that a standard fee of \$20.00 will be assessed for assignment turn backs. The fee will be assessed if any assignment that has been published and accepted by the Umpire is turned back for any reason within the 24-hour period prior to game start time. If the Umpire misses a game assignment, he/she will receive a fine equal to the game fee for the missed assignment. If the Umpire is more than 15 minutes late to a game, he/she will receive a \$20.00 fine.
- Any Umpire that fails to report a "No-Show" or "Late" violation to the Salem Baseball Umpires Association may be liable to sanctions to be determined by Salem Baseball Umpires Association.
- The Umpire agrees to abide by rules and regulations spelled out in the Salem Baseball Umpires Association By-Laws. A full copy of these By-Laws will be provided to each Umpire by the association upon request. If, at any time during the affective period of this agreement, the Umpire fails to abide by the terms and conditions set forth and agreed to herein, said failure shall give Salem Baseball Umpires Association in its sole discretion, cause to terminate the contract immediately.
- The Salem Baseball Umpires Association, including the Executive Board of Directors (EBD) and the Commissioner, agree to abide by all regulations spelled out in the Salem Baseball Umpires Association By-Laws. The EBD and the Commissioner will complete all duties and tasks required of them that are spelled out in the association By-Laws and the official Commissioner's Duties and Responsibilities agreement.
- If the Umpire or Salem Baseball Umpires Association wishes to terminate this agreement, each party will refer to the Association's By-Laws regarding termination or separation.
- This writing comprises the entire agreement between Salem Baseball Umpires Association and the Umpire and may not be amended or changed in any matter except in writing and executed by both parties. Should court or legal decision hold any provisions of this agreement invalid, all other provisions shall continue in full force.

This agreement is effective when signed by both parties as indicated below.

SALEM BASEBALL UMPIRES ASSOCIATION

UMPIRE

John F. Whittemore Jr. (Commissioner/Assigner)

Name (please print)

Revised: Jan. 01, 2018

Signature of Umpire

Date

GREATER PORTLAND VOLLEYBALL OFFICIALS ASSOCIATION
INDEPENDENT CONTRACTOR LETTER OF AGREEMENT.

This agreement is made and entered into effective by and between the GREATER PORTLAND VOLLEYBALL OFFICIALS ASSOCIATION (GPVOA) and

_____ (Official).

In consideration of the actual promises set forth below, the parties agree to:

1. **DESCRIPTION OF WORK:** The services to be performed of the Official, shall provide Volleyball officiating to schools as assigned. Such services shall be provided in accordance with the rules and guidelines established by:
 - a. The National Federation of State High School Association
 - b. The Oregon School Activities Association
 - c. The Greater Portland Volleyball Officials Association.
2. **PAYMENT FOR SERVICES:** The organization to which the Officials are assigned will pay the amount due the Official, to the GPVOA. The GPVOA will deliver the amount paid, less any fee due the GPVOA for assigning the match. The GPVOA will not withhold any amount for Social Security, Taxes, Workers Compensation or Unemployment Compensation. The Official agrees to report such amounts received and pay all taxes, fees and other charges required by federal, state and or local governments.
3. **RELATIONSHIP OF THE PARTIES:** The Official is an independent contractor and is not, and shall not be deemed to be an employee, agent or servant of the GPVOA. The GPVOA shall not provide any benefits to the Official including, but not limited to, workers compensation insurance or unemployment insurance. The Official shall be solely and entirely responsible for his or her acts during the performance of this agreement. Despite being an independent contractor, the services contemplated by the Official must meet the approval of the Association and are subject to the Association's general right of supervision to secure the satisfactory completion thereof. The Official agrees to comply with all federal, state and municipal laws, rules and regulations that are now or may be in the future applicable to the Official.
4. **LIABILITY FOR LOSS:** The GPVOA, its officers, directors, executive committee or other authorized representatives shall not be responsible or held liable for injury or damage to persons or property resulting from rendering service by the Official.
5. **INURANCE AND INDEMNIFICATION:** The services performed under this agreement shall be performed entirely at the official's risk, and the Official assumes all responsibility for the condition or his/her equipment, vehicles or tools used in performance of this Agreement. The Official will carry, for the duration of this Agreement, medical insurance, liability insurance, and necessary automobile insurance as required by Oregon Law for any vehicle used by the Official in driving to any assignment.
6. **WORKERS COMPENSATION INSURANCE:** If applicable or appropriate, the Official agrees to maintain, at the Officials sole expense, workers compensation insurance to fully protect both the Official and the GPVOA from any and all claims or deaths arising from the performance of this agreement. Officials hereby declares that he/she or his/her family shall be exempt from receiving, and not be entitled to, worker compensation benefits for injury, sickness or death result from Official's participation pursuant to this agreement. Official is responsible for providing any such insurance coverage deemed necessary for Officials and his/her family.
7. **TERM:** It is understood that the service provided by this Official shall be completed by the end of the _____ Season. However, the covenants herein shall survive said termination.

GREATER PORTLAND VOLLEYBALL
OFFICIALS ASSOCIATION
WITNESS:

OFFICIAL.

By: _____

by: _____

Date: _____

Date: _____

SALEM SOCCER REFEREES ASSOCIATION

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made and entered into effective August 15, 2017, by and between Salem Soccer Referees Association, Inc. herein after known as the "Association", and (Print Name): _____ -
_____ herein after known as the "Referee". In consideration of the mutual promises set forth below, the parties agree as follows:

1. Description of Work: The services to be performed by the Referee shall be providing soccer refereeing to schools and youth soccer programs. Such referee services shall be provided in accordance with the rules and guidelines established by the National Federation of State High School Associations, the Oregon School Activities Association ("OSAA") and the Association.
2. Payment for Services: The schools and/or clients to which the Referee is assigned to referee will pay the amount due the Referee to the Association. The Association will deliver the appropriate game fee, as established in the Association Operational Policies and Guidelines, less designated Association fees. The Association will not withhold any amount for social security, taxes, workers compensation or unemployment compensation. The Referee agrees to report such amount received and pay all taxes, fees and other charges required by federal, state and/or local governments.
3. Relationship of Parties: The Referee is an independent contractor. The Referee is not, and shall not be deemed to be an employee, agent or servant of the Association. The Association shall not provide any benefits to the Referee including, but not limited to, workers' compensation insurance or unemployment insurance. The Referee shall be solely and entirely responsible for his or her acts during the performance of the Agreement. Despite being an independent contractor, the services contemplated by the Referee must meet the approval of the Association and are subject to the Association's general right of supervision to secure the satisfactory completion thereof. The Referee agrees to comply with all federal, state and municipal laws, rules and regulations that are now or may be in the future applicable to the Referee.
4. Liability for Loss: The Association, its officers, directors, executive committee or other authorized representative shall not be responsible or held liable for injury or damage to persons or property resulting from rendering of service by the Referee.
5. Insurance & Indemnification: The services performed under this Agreement shall be performed entirely at the Referee's risk, and the Referee assumes all responsibility for the condition of his/her equipment, vehicle, or other tools used in performance of this Agreement. The Referee will carry, for the duration of this agreement, medical insurance, liability insurance, and necessary automobile insurance as required by Oregon Law for any vehicle used by the Referee to drive to any required location or school. The Referee agrees to indemnify the Association for any and all liability, loss or attorney fees arising in any way out of the performance of this Agreement.
6. Workers Compensation Insurance: If applicable and appropriate, the Referee agrees to maintain, at the Referee's sole expense, workers compensation insurance to fully protect both the Referee and the Association from any and all claims or deaths arising from the performance of this agreement. The Referee hereby declares that he/she or his/her family shall be exempt from receiving and not be entitled to, workers compensation benefits for injury, sickness or death resulting from Referee's participation pursuant to this agreement. The Referee is responsible for providing any such insurance coverage deemed necessary for official and his/her family.

7. Operational Policies: Referee agrees to abide by the policies, procedures, and payment schedules stated in the Association Operational Policies/Orientation Manual provided to the Referee by the Association.

8. Term: It is understood that the services provided by the Referee shall be completed on September 1, 2018. However, the covenants herein shall survive said termination.

9. DO YOU HAVE ANY COURT CONVICTIONS INVOLVING:

A) A FELONY INVOLVING THE USE, POSSESSION OR SALE OF A CONTROLLED SUBSTANCE WITHIN THE PAST TEN (10) YEARS;
_____YES** _____NO

B) A CRIME INVOLVING THE USE OR THREATENED USE OF VIOLENCE AGAINST A PERSON WITHIN THE PAST TEN (10) YEARS; OR
_____YES** _____NO

C) A CRIME INVOLVING A MINOR CHILD AT ANY TIME? _____YES** _____NO

****IF THE ANSWER IS YES TO ANY ONE OF THE ABOVE, THE REFEREE AGREES TO PROVIDE A FULL REPORT TO THE EXECUTIVE BOARD FOR CONSIDERATION OF MEMBERSHIP.**

10. Insurance Requirements: Referee agrees to maintain medical insurance and car insurance in effect for the term of this agreement and provide a copy of proof of insurance upon request.

Medical Insurance Company Name _____

Policy/Group Number _____

Automobile Insurance Company Name _____

Policy Number _____ Expiration Date _____

11. Referee Birthdate - ____/____/____ Your Age Today is: _____ *If you are not 18 as of the date of signing this agreement you must at least 16 and your parent/guardian must sign this agreement.

This agreement is executed this _____ day of _____, 2017.

Referee Name (please print) _____

Referee Signature _____

Parent/Guardian Signature _____ Date _____

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made and entered into effective by and between the PORTLAND BASEBALL UMPIRES ASSOCIATION (Association) and the official who checked the box below to agree to the above terms & conditions.

1. DESCRIPTION OF WORK: The services to be performed of the Official shall be providing Baseball umpiring to schools and various other baseball organizations. Such services shall be provided in accordance with the rules and guidelines established by:

The National Federation of State High School Associations; The Oregon School Activities Association;

The Portland Amateur Baseball Association and affiliated independent organizations; The Association.

2. PAYMENT FOR SERVICES: The organizations to which the Official is assigned will pay the amount due the Official, to the Association to be held in trust for the benefit of the Official. The Association will deliver the amount paid, less any fee due to the Association for assigning the game to the Official. The Association will not withhold any amount for Social Security, taxes, workers compensation or unemployment compensation. The Official agrees to report such amounts received and pay all taxes, fees and other charges required by federal, state and/or local governments.

3. RELATIONSHIP OF THE PARTIES: I hereby acknowledge that I am an independent contractor and not an employee of the Portland Baseball Umpires Association. I fully understand that as an independent contractor the Association is not required to, and therefore will not, provide any employee related benefits such as workers compensation or unemployment insurance and will not withhold any employee/employer related taxes. I am solely and entirely responsible for my acts during the performance of my officiating duties. I acknowledge that it is my responsibility to report monies I receive from officiating in the appropriate manner to applicable taxing authorities.

4. LIABILITY FOR LOSS: The Association, it's officers, directors, executive committee or other authorized representatives shall not be responsible or held liable for injury or damage to persons or property resulting from of service by the Official.

5. INSURANCE AND INDEMNIFICATION: The services performed under this agreement shall be performed entirely at the official's risk, and the Official assumes all responsibility for the condition of his/her equipment, vehicles or tools used in performance of this Agreement. The Official will carry, for the duration of this Agreement, medical insurance, liability insurance and necessary automobile insurance as required by Oregon Law for any vehicles used by the Official in driving to any assignment.

6. WORKERS COMPENSATION INSURANCE: If applicable or appropriate, the Official agrees to maintain, at the Officials sole expense, workers compensation insurance to fully protect both the Official and the Association from any and all claims or deaths arising from the performance of this Agreement. Official hereby declare that he/she or his/her family shall be exempt from receiving, and not be entitled to, worker compensation benefits for injury, sickness or death resulting from Official's participation pursuant to this agreement. Official is responsible for providing such insurance coverage deemed necessary for Official and his/her family.

7. TERM: The term of this Agreement commences on the Effective Date of January 1, 2018 and expires on November 30, 2018 (the "Term"). Nothing in this Agreement shall be construed to extend the Agreement beyond the Term.

PORTLAND BASEBALL UMPIRES ASSOCIATION

By: Todd Ellis

Date: 1-1-2018

OFFICIAL

By: Will be the Official who checks the empty box at the bottom of the registration form, I agree to the above terms & conditions. Once you have put a check mark in the empty box at the bottom of the registration form next to "I agree to the above terms & conditions", you are agreeing to have signed the 2018 Independent Contractor Agreement.

Date: Will be the date that the Official completes the registration form and agrees to the terms and conditions.

Umpire Agreement

THIS UMPIRE AGREEMENT is made this ____ day of _____, 2018, by and between LANE COUNTY UMPIRES ASSOCIATION, a DBA of EMERALD VALLEY BASEBALL UMPIRES (herein after referred to as "LCUA"), an Oregon-based nonprofit corporation and _____ (herein after referred to as "Official").

1. Recitals

1. LCUA is an Oregon-based nonprofit corporation that is engaged in conducting, coordinating, and assigning baseball umpires to the high schools and associated clients it services.
2. Official has been contracted to perform umpiring services for the LCUA.
3. Now therefore, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

2. **Province.** Official acknowledges and agrees that LCUA is the sole and exclusive provider of baseball umpires for Oregon School Activities Association ("OSAA") member schools and associated clients in the LCUA Service Area of OSAA, including but not limited to Lane County, Oregon.

3. Agreement of Independent Contractor Status

1. LCUA and Official hereby agree that the services performed by the Official for the LCUA are performed as an independent contractor and not as an employee. The parties agree and acknowledge that Official is engaged in the independent trade of providing services, and is free from the LCUA's control and direction in the performance of his or her services, subject to provision in sub-paragraph 3.3.
2. The Official is an independent contractor for all purposes related to the performance of officiating and officiating-related work, including travel to and from games, meetings, seminars, camps and clinics, or other similar activities.
3. In performance of the coordinating services under this Agreement, the parties agree and acknowledge as follows:
 - 3.3.1. Official does not and is not required to officiate exclusively for LCUA.
 - 3.3.2. LCUA will not oversee and direct the actual officiating by the Official on a regular basis, except in unusual circumstances; and except further, that the LCUA reserves the right to periodically evaluate the performance of Official.
 - 3.3.3. The Official's services will be paid for on the basis of a contract rate per game, rather than a salary or hourly rate.
 - 3.3.4. LCUA will not suspend or terminate the performance of Official's services during the term of this Agreement unless extraordinary circumstances arise.
 - 3.3.5. LCUA will provide training sessions to provide instruction concerning rules and procedures.

- 3.3.6. Official agrees to obtain certification from OSAA. OSAA certification includes liability insurance through the *National Federation of High Schools* ("NFHS") insurance broker. OSAA certification, in and of itself, carries no obligation on behalf of LCUA to appoint Official to the LCUA roster of umpires.
- 3.3.7. Appointment to the roster of umpires by the LCUA does not carry any obligation on behalf of the LCUA to make any specific number or type of assignments. Assignments may include any or all types of games contracted by the LCUA and its client institutions. Any assignments made may be canceled or rearranged as is deemed necessary by the LCUA Commissioner or appointed temporary replacement.
- 3.3.8. Official agrees to pay annual membership dues to the LCUA.
- 3.3.9. LCUA will provide a Policy Manual detailing specifications concerning performance of Official's services. Official is responsible for following all LCUA policies. The LCUA Policy Manual will be made available electronically; printed copies will be made available upon request.
- 3.3.10. Official acknowledges that voting rights are restricted to non-probationary voting members in good standing who have signed this Umpire Agreement. Types of membership and criteria for establishing and maintaining good standing are detailed in the LCUA Bylaws and LCUA Policy Manual.
- 3.3.11. The LCUA is not required to, and therefore will not provide any employee related benefits (including, but not limited to health insurance, life insurance, or workers' compensation insurance) to Official, nor will LCUA supply necessary officiating equipment and uniform.
- 3.3.12. The parties will not combine their business in any way, i.e. Official shall not represent or otherwise act if he/she is a LCUA employee or is involved in a joint venture or partnership with LCUA, but both parties will instead maintain their respective business as separate and distinct.

4. **Independent Contractor Status Consequences**

- 1. The parties acknowledge that Official is not entitled to unemployment insurance benefits for the performance of coordinating services for LCUA unless unemployment compensation coverage is provided by Official or by some entity other than LCUA.
- 2. LCUA will not withhold any employee/employer related taxes. Official is responsible for income tax on any monies paid by LCUA for services performed.
- 3. The parties acknowledge that Official is not entitled to Workers' Compensation benefits.

5. **Code of Ethics** (also published in the *LCUA Policy Manual*)

- 1. All game assignments for Official shall be made by the LCUA Commissioner or appointed temporary replacement. Any and all officiating related inquiries made directly to Official by coaches or administrators must be referred to the LCUA Commissioner. It is neither permitted nor ethical for Official to market his/her services to LCUA clients or their representatives. Official agrees to remain completely and totally independent from LCUA schools and associated clients.
- 2. Official agrees to comply with the NFHS-OSAA Official's Code of Ethics.
- 3. Official agrees to comply with the OSAA Conflict of Interest policy and report to the LCUA Commissioner any schools or clients that present a potential conflict of interest.

4. Official acknowledges that Internet social networking sites are a public venue. Any comments or postings of any nature whatsoever having anything to do with officiating, including but not limited to comments or postings regarding teams, players, schools, coaches, spectators or fellow officials, schedules or assignments, is strictly prohibited. Official may post the link to the LCUA web site (<http://lcua.info>) on social media sites. The LCUA's company Facebook page may be referenced on social media sites; it is not a venue for public comments.
 5. Official agrees to refrain from serious misconduct that adversely affects the interests or reputation of LCUA.
- 6. Waiver and Release from Liability.**
1. Official hereby releases, waives, discharges and covenants not to sue LCUA, its employees, agents, Directors or Officers (collectively referred to as "Releasees") from all liability to Official, his/her personal representatives, assigns, heirs and next of kin for any and all damages and any claim or demands therefore on account of injury to the person or property or resulting in the death of Official, whether caused by the negligence of the Releasees or otherwise while the undersigned is performing officiating services, observing, or for any other purpose participating in the event for which he/she is providing officiating services, or traveling to or from such event.
 2. Official hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the provision by Official of officiating services, observing, or for any purpose participating in the event for which he/she is providing officiating services or traveling to or from such event, and whether caused by the negligence of the Releasees or otherwise.
 3. Official hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of Releasees or otherwise while providing officiating services, observing, or for any purpose participating in the event for which he/she is providing officiating services or traveling to or from such event.
 4. The Official further expressly agrees that the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by the law of the State of Oregon, and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.
 5. The Official has read and voluntarily signs these releases, waiver of liability and indemnity provisions and further agrees that no oral representations, statements, or inducement apart from the foregoing written provisions have been made.
- 7. Physical Examination.** Official understands that officiating is a physically demanding task and, accordingly, he/she represents that he/she is in good physical condition, has passed a physical examination, and is physically able to officiate. Failure to provide such a certificate will constitute an assumption of risk by Official and release of liability by Official to Releasees concerning any injury or damages incurred by Official as a result of his/her health.

8. General

- 1. This Agreement is effective as of the date it is signed by the parties, and it shall continue in effect for the duration of the baseball season covering the period of January 1, 2018 through December 31, 2018.
- 2. This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either Party. Only a writing executed by both parties, or by authorized representatives thereof may amend this Agreement. Individual game agreements will not supersede this Agreement.
- 3. The laws of the State of Oregon shall govern this Agreement, and both parties submit to the jurisdiction of the courts of the State of Oregon.
- 4. If any term or provision of this Agreement is determined to be void or unenforceable to any extent, then the remainder of this Agreement shall be unaffected.
- 5. The Official and the LCUA agree that each has read and understands the conditions contained in this Agreement and will abide by them.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

LANE COUNTY UMPIRES ASSOCIATION

OFFICIAL

Signed: _____
Tom Johnson, President

Signed: _____

Print Name



Mid-Valley Soccer Referees Association (MVSRA) Inc. Independent Contractor Agreement (ICA)

This agreement is made and entered into, effective August 16, 2018, by and between the Mid-Valley Soccer Referees Association (MVSRA) Inc. and as an individual referee (REFEREE). In consideration of the mutual promises, set forth below, the parties agree to:

- Description of Work:** The service to be performed by the REFEREE shall be providing Soccer Refereeing to any MVSRA Client (CLIENT). Such services shall be provided in accordance with the rules and guidelines established by the National Federation of State High School Associations (NFHS), the Oregon School Activities Association (OSAA), the Oregon Athletic Officials Organization (OAOA), and the MVSRA.
- Payment for Services:** The CLIENT(s) to which the REFEREE is assigned shall pay the MVSRA the established game fees and/or mileage fees as set by the OSAA or as contracted between the MVSRA and the CLIENT. The MVSRA will deliver the amount earned, less any fee and/or fine per MVSRA bylaws. The MVSRA will not withhold any amount for taxes - income, FICA, Medicare, unemployment, worker's compensation, etc. The REFEREE agrees to report amounts received, and pay all taxes, fees, and other charges as may be required by the Federal, State, and/or Local governments. Other individual REFEREE expenses incurred to operate said services shall be the sole responsibility of the REFEREE.
- Relationships of the Parties:** The REFEREE is an Independent Contractor and is not, and shall not be deemed to be, an employee, agent, or servant of the MVSRA. The MVSRA shall not provide any benefits to the REFEREE, including but not limited to, worker's compensation insurance or unemployment insurance. The REFEREE shall be solely and entirely responsible for his/her actions during the performance of this agreement. The REFEREE agrees to comply with all Federal, State, and Municipal laws, rules, and regulations that are now or may be in the future applicable to the REFEREE, as well as, adhere to the policies and procedures established by the MVSRA and its overseeing and/or governing organization.
- Liability for Loss:** The MVSRA, its Commissioner, Officers, Executive Board, Committees, or any other representatives shall not be responsible or held liable for injury or damage to persons or property resulting from the rendering of services by the REFEREE.
- Insurance and Indemnification:** The services rendered shall be performed entirely at the REFEREE's risk, and the REFEREE shall assume all responsibility for the condition of his/her equipment, vehicle, or tools used in performance of services. The REFEREE will carry, for the duration of this ICA, medical, work accident insurance, and/or necessary automobile insurance, for any vehicle used by the REFEREE in driving to any assignment and/or meeting, as required by Oregon Law. The REFEREE agrees to indemnify the MVSRA, and its Commissioner, for any liability, loss, or attorney fees arising out of performance of this ICA.
- Personal Information:** The REFEREE agrees to maintain accurate personal information through the MVSRA website(s). The MVSRA shall not sell, trade, or otherwise disclose any personal, identifiable information in any manner that is not in conformity with applicable State or Federal statutes.
- Term of Agreement:** It is understood that the services provided by the REFEREE shall be completed by August 15, 2019. However, the covenant herein shall survive said termination.