

BADGER REGION VOLLEYBALL OFFICIATING INDEPENDENT CONTRACTOR AGREEMENT

This Officiating Independent Contractor Agreement is entered into as of the date indicated, by and between the volleyball official named below (hereinafter the "Official") and the contracting agency, hereinafter the "Tournament Director". For and in consideration of the mutual promises and covenants contained herein, the Tournament Director hereby contracts for the volleyball officiating services of the Official in accordance with the terms below.

1. The Official shall:

- a. At all times, be deemed an independent contractor and shall NOT be deemed an employee of either the Tournament Director or Badger Region Volleyball Association, (hereinafter "BRVA"). If, at any time, any agency of any sort, governmental or otherwise, determines that the Official is an employee, the Official shall indemnify and hold BRVA harmless from any and all costs of any kind associated with such determination.
- b. Provide the services and skills necessary to accomplish the purpose of this Agreement, including maintaining current USA Volleyball membership registration requirements in, and officiating certification from, BRVA.
- c. Provide all the necessary officiating equipment including, but not limited to, the following items:
 - (1) Whistle and lanyard
 - (2) BRVA-specified uniform white shirt, blue slacks, and white shoes
 - (3) Yellow Card and Red Card
 - (4) Ball pressure gauge
 - (5) Right-Height net measuring chain
- d. Provide insurance coverage, if desired, notwithstanding any medical insurance provided to Official as a membership benefit of BRVA. The Official shall not be covered by Workers Compensation, and neither the Tournament Director nor the BRVA shall pay premiums to Workers Compensation for such coverage of the Official. Official shall be responsible for supplying his/her own insurance subsequent to all applicable requirements of the Affordable Care Act.
- e. Save and hold BRVA and Tournament Director harmless and indemnify both from all liability, costs, claims and causes of action arising out of the Official's performance under this Agreement.
- f. Comply with all laws and ordinances concerning the reporting and payment of taxes.

2. The Tournament Director shall:

- a. Pay to the Official, after Official's successful performance of this Agreement, the contract fee indicated on the BRVA Official's Pay Scale(s). Neither the Tournament Director nor the BRVA shall withhold any portion of this contract fee for income tax, unemployment tax, or social security contributions.
- b. BRVA/Tournament Director shall NOT provide direct supervision of the Official's work. Specific officiating assignments under this Agreement will generally be dictated by the outcomes of play.
- c. Provide a "Form 1099 Miscellaneous" to Official, if aggregate contract fees paid by BRVA or the specific Tournament Director to Official exceed \$600 in any tax year.

3. Term, Contract Fee, and Expenses:

The term of this Agreement shall be for one year from September 1 to August 31st. The term of this Agreement is intended to be limited to the specific dates of each tournament assigned through BRVA-sanctioned events. This Agreement is not intended to bind either party to any future obligations, and nothing herein shall be deemed a guarantee for a specific number of matches nor a minimum number of hours.

Tournament Director shall pay Official a total contract fee in accordance with the Badger Region Official's Pay Scale or this Agreement. Unless otherwise specified in writing, the Official shall be solely responsible for all of the Official's travel, accommodation, meal, and all other expenses incurred by the Official as a result of the Official's performance of this Agreement

IN WITNESS WHEREOF, the parties have executed this Officiating Agreement as of the day and year written below.

Official Signature, Date

Jennifer Armson-Dyer 9/1/2017
Region Signature, Date

Official Printed Name, Date

Jennifer Armson-Dyer 9/1/2017
Region Printed Name, Date