

2017-18 BADGER REGION VOLLEYBALL REFEREE/SCORER INDEPENDENT CONTRACTOR AGREEMENT

This Officiating Independent Contractor Agreement is entered into as of the date indicated below 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"). The Official hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature to all persons, whether employees or otherwise, and to all property, relating to or resulting from Contractor's performance under this Agreement. Contractor releases and holds BRVA harmless from and against all such responsibility and liability.
- 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) 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:

- a. 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.
- b. 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.

4. Independent Contractor Status

- a. Official agrees to comply with all federal, state, and local laws, rules and regulations that now apply or may in the future apply to the Official, Official's business, equipment and any agents or employees of the Official engaged in providing services under this Agreement.
- b. Official understands and agrees that Tournament Director will not be responsible or liable for any obligation Official incurs unless Tournament Director has specifically agreed to it in writing. Official will be solely and entirely responsible for Official's acts and for the acts of Official's agents and employees in performing services under this Agreement.
- c. Tournament Director will not treat Official as an employee for federal, state or local tax purposes or for any other purpose. Tournament Director will not withhold or pay payroll or employment taxes of any kind with respect to any amounts that Official is paid under this Agreement, including but not limited to, FICA, FUTA, federal and state income personal income tax, and state unemployment insurance benefits tax. Official agrees that Official is personally responsible for making all filings with and payments to the Internal Revenue Service and state and local taxing authorities as are appropriate to Official's status as an independent contractor. Official agrees to indemnify, defend and hold harmless Tournament Director from any claims, losses, liabilities or expenses it may suffer, including reasonable attorney fees, arising as a result of Official's failure to pay all withholding obligations and tax liabilities associated with payments received from Tournament Director.
- d. Tournament Director has not obtained and will not obtain workers' compensation insurance for Official or any employee of Official's. Official will comply with the workers' compensation laws with respect to Official and any employee of Official's who performs services under this Agreement.
- e. Official agrees that Official is not entitled to unemployment benefits or any other benefits normally afforded to an employee of Tournament Director due to Official's status as an independent contractor.

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

Official Signature, Date

Jennifer M. Armson-Dyer, 2/2/18

Region Signature, Date

Official Printed Name, Date

Jennifer M. Armson-Dyer, 2/2/18

Region Printed Name, Date