Badger Region Volleyball – 2025-2026 Independent Contractor Agreement Indoor Referee

THIS AGREEMENT ("Agreement") dated November 11, 2025, is entered into by and between the Badger Region Volleyball Association, Inc. ("BRVA") and the undersigned referee ("Contractor").

WHEREAS, BRVA desires to work with Contractor to provide those volleyball refereeing services as outlined in greater detail on Attachment A (the "Services"), and Contractor desires to perform the Services, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Independent Contractor Relationship**. It is the express intention of the parties that Contractor will provide the Services, and at all times shall operate, as an independent contractor and not as an employee of BRVA. Contractor is engaged in an independent referee and may, at Contractor's choosing, provide Services to any organization, sanctioning body, school, athletic conference, or the like holding volleyball competition. Contractor and BRVA's operations are separate and distinct, and nothing in this Agreement shall be interpreted or construed as creating a joint venture, partnership, or other such relationship between BRVA and Contractor. Neither BRVA, nor Contractor, shall have the right to enter into or bind the other in any manner, including but not limited to any contractual obligation.

2. **Payment / Consideration**. BRVA shall pay Contractor a fixed fee PER ATTACHMENT A during the Term of this Agreement, unless sooner terminated in accordance with this Agreement, for Contractor's performance of the Services. Payment shall be in U.S. dollars and shall be paid by BRVA within fourteen (14) days of completion of Services.

3. **Term**. This Agreement shall commence on November 11, 2025, and shall expire on August 31, 2025 (the "Term") unless sooner terminated in accordance with this Agreement or extended by written agreement of the parties.

4. **Termination**. Either party may terminate this Agreement at any time, with or without cause, for any reason or no reason, on written notice to the other with termination effective on the date which notice is given. In the event of termination, payment is due only for Services provided in accordance with this Agreement, up through the effective date of termination.

5. **No Requirement to Work Exclusively for BRVA**. Contractor is not required to work exclusively with BRVA. Contractor may provide services and materials to other customers as long as such services do not interfere with the Services to be provided and/or schedule and specifications hereunder.

Sign on Docusign
Information Only

To sign securely, please sign via the link sent to you via Docusign. This is posted for informational purposes.
Contact membership@badgervolleyball.org with questions.

6. **Quality Standard**. Contractor will perform the Services in a timely, good and workmanlike manner, subject to applicable specifications and rules for play designated by BRVA for provision of the Services as may change from event to event or tournament to tournament. Contractor shall use Contractor's own discretion to determine the method. detail and means of performing the Services. BRVA shall reserve the right to, and shall provide feedback for improvement, regarding the manner in which or the method of accomplishing the Services.

7. **No Provision of Materials, Benefits, Expenses**. BRVA shall not provide tools to Contractor. BRVA shall not provide Contractor employee benefits of any kind, including health insurance, retirement benefits, or sick or vacation leave. Contractor shall be solely responsible for all business expenses associated with providing the Services, including but not limited to materials, tools and equipment; home office; vehicle and travel expenses; e-mail and internet connection; cell phone; errors and omissions insurance; and any certifications, unless otherwise agreed in writing by the parties.

8. **Time for Performance.** BRVA does not oversee or supervise time for performance of the Agreement by Contractor, except that Contractor must comply with any completion schedule required by BRVA or the applicable tournament sponsor.

9. **Separate and Distinct Operations**. Contractor's and BRVA's operations are separate and distinct. Contractor and BRVA have not combined their business operations in any way.

10. **Confidential Information**. Contractor acknowledges that, during the course of performing the Services, Contractor may have access to and/or develop confidential business information of or for BRVA, including but not limited to listing or other information regarding other contractors providing services to the BRVA, all of which shall be considered the confidential information of BRVA. Contractor agrees that this information will be kept strictly confidential and shall not be disclosed to any third party either during the term of this Agreement or any time thereafter unless Contractor receives advance written permission from BRVA or is compelled by law to do so. For the avoidance of doubt, the referee lists kept by the BRVA are for use only for individual contacts by Contractor specific to performance of the Services, and neither the lists, nor the specific referee contact information contained in them, may be disseminated in any way.

11. **No Assignment or Sub-Contracting by Contractor**. Performance of the services is personal to Contractor, and Contractor shall not assign, transfer, or sub-contract this Agreement, or any rights or obligations under this Agreement, or any performance of the Services, without BRVA's prior written consent, and any attempt of assignment, transfer, or sub-contracting without such consent shall be null and void and of no force or effect.

12. **Representations and Warranties.** Contractor represents and warrants that (i) Contractor has the full right and authority to enter into this Agreement and render the Services hereunder; (ii) Contractor is not subject to any obligations which may interfere with the performance of Contractor's obligations under this Agreement; (iii) Contractor has not been barred from providing services similar to the Services by any governing body, school, athletic conference or the like; (iv) Contractor is currently, and at all times Contractor provides Services will be, a member of the BRVA; (v) Contractor will have passed a USA Volleyball ("USAV") approved background screen satisfactory to the BRVA prior to performing any Services involving minors; and, (vi) Contractor will have provided further information and or consented to such other

Sign on Docusign
Information Only

To sign securely, please sign via the link sent to you via Docusign. This is posted for informational purposes.
Contact membership@badgervolleyball.org with questions.

background screening or follow up investigation, relevant to Contractor's provision of the Services, as may be determined reasonably necessary by BRVA.

13. **No Workers' Compensation and Unemployment Insurance**. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR BENEFITS FOR PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT. CONTRACTOR, SHALL NOT BE ENTITLED TO UNEMPLOYMENT INSURANCE OR BENEFITS UNLESS SUCH COVERAGE IS PROVIDED BY CONTRACTOR OR AN ENTITY OTHER THAN BRVA. CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION COVERAGE OR BENEFITS UNDER THIS AGREEMENT. CONTRACTOR AGREES TO PROVIDE BRVA, UPON REQUEST, EVIDENCE OF WORKER'S COMPENSATION AND/OR UNEMPLOYMENT INSURANCE COVERAGE FOR CONTRACTOR.

14. **Withholding and Contributions**. CONTRACTOR IS SOLELY RESPONSIBLE TO PAY ALL FEDERAL AND STATE INCOME TAX DUE ON PAYMENTS MADE TO CONTRACTOR UNDER THIS AGREEMENT. BRVA SHALL HAVE NO RESPONSIBILITY FOR THE WITHHOLDING OR PAYMENT OF FEDERAL, STATE OR LOCAL TAXES, FOR WITHHOLDING OR CONTRIBUTIONS UNDER THE FEDERAL INSURANCE CONTRIBUTIONS ACT (SOCIAL SECURITY), OR FOR THE PAYMENT OF ANY AMOUNTS UNDER THE FEDERAL OR STATE UNEMPLOYMENT TAX LAWS ON BEHALF OF CONTRACTOR. ANY SUCH WITHHOLDING, PAYMENT, OR CONTRIBUTIONS SHALL BE THE SOLE RESPONSIBILITY OF CONTRACTOR.

15. **Insurance**. BRVA shall not be responsible to procure liability or other insurance over and above that insurance provided by USAV as part of the USAV membership agreement (described at https://usavolleyball.org/) on behalf of Contractor or its employees, agents, or contractors. Procurement of any liability insurance for Contractor's business or for Contractor or its employees, agents, or contractors shall be the sole responsibility of Contractor. Contractor warrants that it will obtain and maintain at all times during this Agreement vehicle liability and other insurance as required by state law for any and all vehicles used by Contractor or its employees, agents, or contractors in performing Services under this Agreement. Contractor hereby indemnifies BRVA from, and holds BRVA harmless for, any liability claims from any party arising out of any vehicle accident or injury associated with any Services provided by Contractor or its employees, agents, or contractors under this Agreement.

16. **Acknowledgment and Assumption of Risks Including Covid**. Contractor knowingly, willingly and voluntarily acknowledges the inherent risks associated with provision of the Services and understands that provision of the Services involves dangers including, without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases, viruses, including COVID-19 or other variants, or bacteria), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; noise, adverse weather conditions; travel risks; facilities issues and premises conditions; inadequate safety measures; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").. With a full understanding of the potential Risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING OR OFFICIATING IN A VOLLEYBALL EVENT. I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns: a) I WAIVE, RELEASE, AND DISCHARGE from any and all claims or liabilities for death, exposure to disease, personal injury or damages of any kind, EXCEPT THAT WHICH IS THE RESULT OF RECKLESSNESS AND/OR WANTON MISCONDUCT OF PERSONS OR ENTITIES LISTED BELOW, which arise out of or relate

Sign on Docusign
Information Only

To sign securely, please sign via the link sent to you via Docusign. This is posted for informational purposes.
Contact membership@badgervolleyball.org with questions.

to my traveling to and from or my participation in any volleyball event, THE FOLLOWING PERSONS OR ENTITIES: BRVA, tournament directors, sponsors, and the officers, directors, employees, representatives, and agents of any of the above; b) I AGREE NOT TO SUE any of the persons or entities listed above for any of the claims or liabilities that I have waived, released or discharged herein; and c) I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above as provided in Section 19 Below. BRVA specifically advises Contractor to: a) consider the noise inherent in providing the Services and alternatives for hearing and ear protection; b) check for any cords, loose flooring tiles, or other impediments to performance of the services; and, c) check the safety and stability of every referee stand used. Any such issues should be reported to BRVA staff or tournament staff as appropriate.

17. **Acknowledgment of Team Environment and Mutual Respect.** BRVA promotes a team environment and the broad inclusion of people from all races, ethnicities, genders, sexual orientations, and abilities both on and off the volleyball court ("Team Environment"). Contractor acknowledges and agrees that it will abide by BRVA's promotion of the Team Environment. Contractor will not engage in any behaviors, nor encourage others to engage in any behaviors that would be contradictory to BRVA's Team Environment. Behaviors that contribute to a hostile, humiliating or intimidating environment, including abusive language or behavior, are unacceptable. If Contractor is found to have engaged in any such behavior and/or acted in any way contradictory to BRVA's Team Environment, BRVA may terminate this Agreement immediately as provided above.

18. **Safe Sport**. As a member organization of a National Governing Body of the United States Olympic and Paralympic Committee ("USOPC"), BRVA is required to adhere to the safe sport rules and regulations of the USOPC. Additionally, USOPC Bylaw Section 8.7(l) provides that, as a condition of membership in the USOPC, each NGB shall comply with the policies and procedures of the independent safe sport organization designated by the USOPC to investigate and resolve safe sport violations. The USOPC has designated the U.S. Center for SafeSport as that organization. The current safe sport rules are available online at the U.S. Center for SafeSport website. As a condition of registration in BRVA and USAV and a condition for participation in any competition or event sanctioned by BRVA and USAV or its Regions, each BRVA/USAV member and other person, including Contractor, who participates in USAV or USAV events (whether or not a USAV member), agrees to comply with and be bound by the safe sport rules of the U.S. Center for SafeSport and to submit, without reservation or condition, to the jurisdiction and rules of the U.S. Center for SafeSport for the investigation and resolution of any alleged violations of those rules, as such rules may be amended from time to time. No individual who is an employee, contractor, or agent of BRVA or USAV may assist a member or former member of BRVA or USAV in obtaining a new job (excluding the routine transmission of administrative or personnel files) if the individual knows that the member or former member) violated the policies or procedures of the U.S. Center for SafeSport related to sexual misconduct; and/or b) was convicted of a crime involving sexual misconduct with a minor in violation of applicable law or the policies and procedures of the U.S. Center for SafeSport. Depending on the nature of Contractor's Services, Contractor agrees to complete any required SafeSport training as defined in this Agreement. A failure to complete SafeSport requirements will result in immediate termination of this Agreement without further recourse or obligation by either Party.

19. **Indemnification**. Contractor agrees to indemnify and hold BRVA and its officers, directors, agents, volunteers, and employees ("Released Parties") harmless from and against any and all

Sign on Docusign
Information Only

To sign securely, please sign via the link sent to you via Docusign. This is posted for informational purposes.
Contact membership@badgervolleyball.org with questions.

liabilities, losses, claims, damages, costs and expenses incurred by Released Parties as a result of any breach or violation of any of the terms and conditions hereof, or any negligence or other misconduct by Contractor in connection with the performance of the Services.

20. **Arbitration Provision**. Any and all non-time barred, legally actionable controversy. claim, or dispute with anyone (including BRVA and any employee, officer, director, shareholder, or benefit plan of BRVA, in their capacity or otherwise), arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or in any other non-time barred, legally actionable controversy or claim arising out of or relating to Contractor's relationship or association with BRVA or termination of the same that may be compelled to arbitration under this Agreement as a matter of applicable law, including, without limiting the generality of the foregoing, any alleged violation of state or federal statute, common law or constitution shall be submitted to individual, final and binding arbitration, pursuant to the Federal Arbitration Act ("FAA") in a location as may be mutually agreed to by Contractor and BRVA, before a single arbitrator selected from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), in accordance with the then-current JAMS Arbitration Rules and Procedures, as modified by the terms and conditions in this Paragraph (which may be found at www.jamsadr.com under the Rules/Clauses tab). The parties will select the arbitrator by mutual agreement or, if the parties cannot agree, then by striking from a list of qualified arbitrators supplied by JAMS. Final resolution of any dispute through arbitration may include any remedy or relief that is provided for through any applicable state or federal statutes, or common law. Statutes of limitations shall be the same as would be applicable were the action to be brought in court. The arbitrator selected pursuant to this Agreement may order such discovery as is necessary for a full and fair exploration of the issues and dispute, consistent with the expedited nature of arbitration. At the conclusion of the arbitration, the arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the arbitrator's award or decision is based. Any award or relief granted by the arbitrator under this Agreement shall be final and binding on the parties to this Agreement and may be enforced by any court of competent jurisdiction. BRVA will pay those arbitration costs that are unique to arbitration, including the arbitrator's fee (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). If, however, any party prevails on a statutory claim, which affords the prevailing party attorneys' fees and costs, then the arbitrator may award reasonable fees and costs to the prevailing party. The arbitrator may not award attorneys' fees to a party that would not otherwise be entitled to such an award under the applicable statute. The arbitrator shall resolve any dispute as to the reasonableness of any fee or cost. **The parties acknowledge and agree that they are hereby waiving any rights to trial by jury or a court in any action or proceeding brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or Contractor's relationship or association with BRVA.**

21. **Severance; Survival**. In the event that any clause or provision of this Agreement becomes or is found to be invalid or unenforceable for any reason, such clause or provision may be severed or modified to the extent necessary to make this Agreement valid and enforceable and, if such clause or provision is so severed or modified, the remainder of this Agreement shall continue unabated in full force and effect. The provisions of Sections 11, 12, 15-26, herein shall survive termination of this Agreement.

Sign On Docusign
Information Only

To sign securely, please sign via the link sent to you via Docusign. This is posted for informational purposes.
Contact membership@badgervolleyball.org with questions.

22. **Entire Agreement**. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements. This is an integrated agreement.

23. **Amendment**. This Agreement may be amended, altered or revoked at any time in whole or in part only through a written instrument setting forth such changes signed by both parties.

24. **Waiver**. No provision of this Agreement shall be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision of this Agreement shall not be construed as a waiver of any other term or provision.

25. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, United States of America without giving effect to any choice-of-law rules or principles that may result in the application of the laws of any jurisdiction other than Wisconsin. To the extent that any lawsuit is permitted under this Agreement, Contractor and BRVA expressly consent to jurisdiction of, and venue in, the state courts located in the County of Waukesha, Wisconsin, or the United States District Court for the Eastern District of Wisconsin for any lawsuit filed between Contractor or BRVA.

By my name, address, and date of birth listed below, I agree as dated below:

Date Signed
* _____

Print Name
* _____

Signature
* _____

Address
* _____

City, State, Zip
* _____

Date of Birth
* _____

Cell Phone
* _____

BRVA Agreement
Name: Jennifer Armson-Dyer
Title: Executive Director & Commissioner, Badger Region Volleyball Association
Date: 11/11/2025

Sign on Docusign
Information Only

To sign securely, please sign via the link sent to you via Docusign. This is posted for informational purposes.
Contact membership@badgervolleyball.org with questions.

Attachment A

Services

Referees working for Badger Region agree to perform their services according to the OFFICIATING section (includes Referee Techniques, Referee Points of Emphasis, and Basic Match Procedures), USAV SCORING INSTRUCTIONS & SCORE SHEETS, and consistently and fairly apply the rules of the game as described in the current edition of the USA Volleyball Indoor Rules Book.

Referee Compensation

Current pay rates are described in the Badger Region Officials Handbook on the Badger Region Website (https://badgervolleyball.org/officials-handbook-2/)

Badger Region Hosted/Sponsored Events

Events hosted/sponsored by Badger Region include:

1. Badger Region Championships
2. Badger Region Power League
3. Dale Rohde Memorial Boys Tournament
4. Badger Boys Series
5. Badger Region Qualifier

4874-1261-1529, v. 13

Approved by the Badger Region Board of Directors, Nov. 11, 2025

Sign on Docusign
Information Only