

SFOA INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made and entered into effect July 2019 by and between the Salem Football Officials Association (Association) and _____ (Official). In consideration of the mutual promises set forth below, the parties agree to: (print name)

- DESCRIPTION OF WORK:** The services to be performed of the Official shall be providing football officiating to schools and youth football games. Such services shall be provided in accordance with rules and guidelines established by the National Federation of State High School Associations, the Oregon School Activities Association and the Association.
- PAYMENT FOR SERVICES:** The schools and youth football games to which the Official is assigned will pay the amount due the Official, to the Association. The Association will deliver that amount to the Official, less any fee due the Association. The Official agrees to report such amounts received and pay all taxes, fees and other charges required by federal, state and local governments. The Association will provide 1099's as required by the IRS.
- 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/her acts during the performance of this agreement. 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.
- LIABILITY FOR LOSS:** The Association, its officers, directors, executive committee, commissioner or other authorized representatives shall not be responsible or held liable for injury or damage to persons or property resulting from rendering or service by the Official.
- INSURANCE:** 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, vehicle or tools used in performance of this agreement. The Official 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 Official in driving to and from any assignment. The Official shall provide the Association the name and policy number of the Official's automobile insurance and/or health insurance company, if requested.
- AUTHORITY OF ASSOCIATION:** The Official hereby acknowledges that he/she has received and had an opportunity to review the By-Laws and Standing Rules of the Association. The Official acknowledges that the Association shall have the authority, exercised pursuant to its By-Laws and Standing Rules, to assign the Official to any level of game for which the Official is qualified and to sanction the Official for any violation of the Association's By-Laws or Standing Rules instituted by the Association's Executive Committee and/or Commissioner. Such sanctions may include fines or other monetary sanction, suspension or termination from the Association. The Official acknowledges sole recourse against the Association shall be pursuant to the By-Laws and Standing Rules of the Association and hereby waives any other forum or method of recourse against the Association, its officers, directors, executive committee, commissioner or other authorized representative.
- RELIANCE:** The Official acknowledges that the Association is relying upon the Official's representation herein and hereby waives any claim against the Association or its members in the event any representation or acknowledge of the Official shall not be accurate.
- TERM:** It is understood that the services provided by the Official shall be completed by the end of the 2018 football season. However, the covenants herein shall survive said termination.

Official: _____ Date: _____
(official's signature)

Association: _____ Date: _____
Larry Staab, Commissioner, SFOA