

## **Santa Clara Valley Federation of Umpires Independent Contractor Agreement Form**

By submitting the Membership Form you agree to the following:

This Agreement shall expire at the end of November each year.

WHEREAS, SCVFU has contracts with various leagues, conferences and/or agencies to assign baseball umpires to sports contests conducted by and at said leagues, conferences, or agencies.

The Official agrees to officiate baseball contests as assigned by SCVFU and /or its representatives. Official understands, acknowledges, and agrees that SCVFU has ranked him/her in relation to other officials, and shall administer assignments with reference to these rankings. SCVFU will endeavor, but shall not be bound, to assign officials to contests in the order in which they are ranked on the latest list. Official hereby waives any claim against SCVFU for the manner and/or order, in which he/she is ranked in the evaluation program and the order in which assignments are made by SCVFU.

Official shall be compensated for all services rendered pursuant to pay schedules published. It is understood, acknowledged and agreed that SCVFU is not and shall not be responsible for making payment to Official. Rather, the particular league, conference, and/or agency to which the officiating services are rendered make payment. SCVFU will submit invoices to the said leagues as and when payment is due to Official. SCVFU will then disburse those funds to the officials. SCVFU may deduct from Official's compensation such fees, fines, and assessments, which may be owed to or made or assessed by SCVFU. No withholding taxes or contributions for Social Security, unemployment, any disability insurance, or other employee benefits or contributions shall be deducted from Official's compensation.

Official agrees to accept assignments from SCVFU (on [www.arbitersports.com](http://www.arbitersports.com)), or decline those assignments that he/she cannot perform, in a timely manner. Official is responsible for accepting or declining assignments made by SCVFU and/or its representatives no later than 72 hours before the scheduled day of the baseball contest, unless assignment is not provided prior to that time. Official is responsible for providing cancellation notice no later than 24 hours before the scheduled day of the baseball contest, unless in the case of force majeure or other extenuating circumstances, if the official is unable to meet his/her obligation to officiate the baseball contest as assigned. Such cancellation notice must be provided both in writing and orally to both of: 1) the SCVFU assignor; and 2) any SCVFU Board Member. Official acknowledges that there is no provision whatsoever for switching an assignment with another Official, without proper direction from the SCVFU assignor or Board Member.

SCVFU reserves the right to assess a fine against Official's pay, in an amount commensurate with the offense and at the sole discretion of SCVFU, in the event of Official's failure to meet his/her obligations to officiate baseball contests as assigned by SCVFU and/or its representatives and/or failure to provide appropriate cancellation notice as described in this AGREEMENT.

This AGREEMENT may be cancelled by SCVFU at any time should funds or facilities become unavailable for the hiring of officials for athletic contests; or should Official not perform the officiating services to the satisfaction of SCVFU, or the league, conference, and/or agency SCVFU is under current contract. Further, SCVFU shall not be liable for compensating any Official who is no longer a participating party, or who does not appear on the current ranking list at SCVFU. Upon such cancellation, neither SCVFU nor any league, conference, and/or agency, or agent thereof, be liable to the Official for compensation for any contest not already officiated or any service not already rendered.

Official shall acquire, repair and maintain at his/her sole expense, such equipment as Official needs for his/her daily performance of officiating services, including, but not limited to, an approved uniform, which shall always be maintained and worn in a clean, pressed and professional manner.

Official shall abide by all laws and ordinances and by all rules and regulations adopted and made known to him/her by SCVFU. It is understood, acknowledged, and agreed, that Official is an INDEPENDENT CONTRACTOR, and is not an agent or employee of SCVFU, or any league, conference, or agency to which officiating services are rendered as a result of this AGREEMENT, and is not subject to the control of SCVFU, except as herein stated.

Officials agrees to accept all hazards, damages, and injuries which Official, or his/her property, may receive in the course of performing this AGREEMENT, and waives all right, whether known or unknown, to claim damages therefore from SCVFU, its officers, agents, or employees. Official understands that SCVFU has no Worker's Compensation Insurance or Unemployment Insurance for Officials performing services as an Independent Contractor. In compliance with the California State Education Code, no person shall be employed or retained in employment by SCVFU who has been convicted of any sex offense or has been convicted of a controlled substance offense as defined in Sections 44010 and 44011. I have read the Agreement above and indicate so by signing and printing my name. My signature indicates that I accept all terms set forth, and I understand, agree and acknowledge that I am NOT an Employee of Santa Clara Valley Federation of Umpires, or any league, conference or agency where I am assigned, to provide officiating services as an INDEPENDENT CONTRACTOR. I agree to renew and re-acknowledge this agreement annually, in the SCVFU registration process, however, the agreement is in effect as long as I receive assignments from SCVFU.

SCVFU Independent Contractor Agreement, 2018 - 2024

