

INTERMOUNTAIN VOLLEYBALL ASSOCIATION

Official's Agreement

Intermountain Region 2012 Tournament Season

This service Agreement, hereinafter referred to as "Agreement," is effective as of \_\_\_\_\_, by and between the Intermountain Volleyball Association/ USA Volleyball Region, d.b.a. IVA, of 2595 A West Custer Road Salt Lake City UT 84104, and \_\_\_\_\_ (Please print your full name as it appears on your social security card.)

IT IS HEREBY AGREED between Intermountain Volleyball Association/USA Volleyball Region hereinafter referred to as **IVA**, and the above named INDEPENDENT CONTRACTOR, hereinafter referred to as **Official**, that the parties agree to enter into this agreement pursuant to the following terms and conditions:

**1. DESCRIPTION OF SERVICES:** Beginning on the first date of assignment, the Official will provide services as a Referee, Line Judge and/or as a Scorekeeper during the IVA Season of 2012.

**2. REQUIREMENTS:** For an official to be considered in good standing with the IVA region and USA Volleyball the official must abide by the following. The Official must attend an official's USAV Rules clinic that is scheduled in conjunction with the season. The Official will wear a uniform that is designated by the USAV Officials Division or by tournament management. The Official furnishes any uniforms or equipment (such as whistles or sanction cards). The Official must work at least 40% of the junior region tournaments. The Official must be available and accept assignments for regionals. The official must assist with clinics, camps and training at least twice yearly.

**3. COMPENSATION AND PAYMENT FOR SERVICES:** In return for services rendered and consistent with corporate policy, the Official will receive \$8.00-\$11.00 Unrated, \$13.00 Provisional rated, \$17.00 Regional rated, \$20.00 USAV National/Junior National rated. Payment based on each two out of three match. Payment for services rendered shall be payable upon satisfactory completion of assignment and reconciliation of appropriate records submitted to the IVA Tournament Department. Transportation, housing, meals, and any other expenses associated with attendance at the event are the sole responsibility of the Official. When driving over 100 miles the official will be paid \$25.00.

**4. CONFLICT OF DUTY:** If the official is not able to fulfill the work assignment for the committed date, the official will notify the IVA officials Assigner a minimum of five days prior to the event. During the event, the Official will notify the IVA Officials Site Director if any emergency or any conflicts (such as playing, coaching, or staff commitments) that may interfere with the Official's availability to render services

**5. TERM/ TERMINATION:** This Agreement shall terminate automatically on the Official's last assigned date for the season and cannot exceed conclusion of the 2012 season. If, at any time during the effective period of this agreement, the Official fails to abide by the terms and conditions set forth and agreed to herein, said failure shall give IVA, in its sole discretion, cause to terminate this agreement immediately.

**6. LIABILITY:** The Official agrees to hold harmless and indemnify IVA, its officers, directors, employees, and affiliations from any and all liability for injuries, proximately caused to any person or property solely due to negligent or intentional act or omissions of the official arising from the Official's assignment to

act as Referee and/or Scorekeeper during at a tournament throughout the 2012 season. The Official agrees to hold harmless and indemnify IVA, its officers, directors, employees, and affiliations from any and all injuries or damages suffered by the Official unless said injury or damages is caused solely by the willful misconduct or gross negligence of IVA: its officers, directors, employees, or any affiliated institutions.

**7. BACKGROUND INFORMATION:** Official agrees and acknowledges that **Official has not been convicted of the following:** A sex-related crime involving force or minors, a crime involving violence or the threat of violence, a crime involving drugs or alcoholic beverages, or any other conviction other than a minor traffic violation. Official agrees to a background check.

**8. RELATIONSHIP OF PARTIES:** The parties understand that the Official is an independent contractor with respect to IVA and not an employee of IVA. IVA will not provide fringe benefits, including workman’s compensation, health insurance benefits, paid vacation, or any other employee benefit for use by the Official. Furthermore, the Official understands and is aware the IVA will not deduct or withhold any taxes, FICA, or other deductions.

**9. CONFIDENTIALITY:** The Official will not at any time or in any manner, either directly or indirectly, use for personal benefit, divulge, disclose, or communicate in any manner information that is proprietary to IVA. The Official will protect such information and treat it as strictly confidential. This provision shall continue to be effective after termination of the Agreement. Upon termination of this Agreement, the Official will return all IVA records, notes, documentation, and other items that were used, created, or controlled by the Official during the term of this Agreement.

**10. ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties, and there are no other promises or conditions of any other agreement, whether oral or written, unless they are attached specifically to this Agreement as and addendum.

**11. SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such a provision shall be deemed to be written, construed, and enforced under those limitations.

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(Please Print Full Name As Seen On Your Social Security Card)

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Signature

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Social Security Number

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Date