

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Agreement") is made this ____ day of _____, 20____, by and between the Northern California Officials Association South (hereinafter referred to as the "Association") and _____ (hereinafter referred to as the "Independent Contractor").

1. EMPLOYMENT. The Association hereby engages the Independent Contractor and the Independent Contractor hereby accepts engagement with the Association upon the terms and conditions hereinafter set forth.

2. TERM. The term of this Agreement shall be for the period of one year beginning the date hereof, unless terminated by either party by giving thirty (30) days written notice.

3. DUTIES. The Independent Contractor is engaged as a softball umpires of the Association and his/her duties shall be to provide umpiring services for the Association and other such phases of the Association's business as may from time to time be determined by the Association. Independent Contractor has the right to decline or accept any offered game.

4. COMPENSATION. As the entire compensation to the Independent Contractor for his/her services to the Association under and during the term of this Agreement, in whatever capacity rendered, the Independent Contractor shall be paid a fee for each game he/she umpires in accordance with the established fee schedule, as amended from time to time. The Association makes no representation or promise as to the number of games to be given to the Independent Contractor to umpire.

5. EXTENT OF SERVICES. The Independent Contractor shall devote such time to the performance of his/her duties under the Agreement as is reasonably required and shall utilize his/her best efforts in furtherance of the duties accepted.

6. TAXES AND BENEFITS. The Independent Contractor shall be responsible for his/her own taxes and insurance, except the secondary group liability policy. The Association is not responsible to withhold taxes from or pay FICA contributions on monies paid to the Independent Contractor. Independent Contractor is not entitled to receive any sick leave, vacation, retirement, health benefits, or other benefits from the Association.

7. INDEMNIFICATION. Independent Contractor agrees to indemnify and hold harmless the Association from any and all claims and losses sustained in the performance of the terms of this Agreement by Independent Contractor.

8. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of California.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified or rescinded only by a writing signed by the party against whom any such agreement, waiver, change, modification, extension and/or rescission is sought.

10. INDEPENDENT CONTRACTOR STATUS. Independent Contractor shall work under his/her own direction. Independent Contractor shall provide his/her equipment. The relationship between the Association and Independent Contractor is not that of employer/employee but that of an Independent Contractor arrangement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals as of the date first above written.

REPRESENTATIVE OF THE ASSOCIATION		INDEPENDENT CONTRACTOR
_____		_____
Print Name		Print Name
<hr/>		
_____		_____
Signature		Signature