

Eastern Officials Association Sports Official Independent Contractor Agreement

I understand that I am an independent contractor and not an employee of EOA or any of its customers. I certify that I have voluntarily joined Eastern Officials Association (EOA) in order to receive assignments to officiate sports contests contracted for by EOA. As an independent contractor, I understand I am not entitled to any fringe benefits such as unemployment insurance, medical insurance, paid vacation, pension plans, or other such benefits that would be offered to regular employees. I understand that for contest fees collected by EOA and subsequently paid me, EOA will not deduct or withhold any taxes, FICA, or other employee deductions. I understand EOA may deduct dues, fines, and assessments from any contest fees due me. I understand that in my officiating capacity I will have sensitive contractual information regarding EOA, which is important to EOA and its ability to contract for business. I certify I will treat this information with strict confidence and will not use it at any time or in any manner for an entity other than EOA. I understand I am responsible for officiating all contests assigned me by the commissioner or a sport assignor in accordance with instructions from the Board of Directors, the commissioner, or the sport committee. I understand that my membership in EOA does not obligate the commissioner to make any minimum number of assignments nor ensure that I will officiate any contests at a certain level. I understand the commissioner will assign me based on my availability and demonstrated ability to officiate at certain levels. I certify that I have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and that I have not been convicted of a crime of moral turpitude (lying or stealing).

I certify that as part of my duties and obligations, I shall:

- Cooperate with the commissioner and Board of Directors when requested.
- Not attempt to secure contracts for either myself or any organization from any entity that has contracted for service with EOA at any time during the previous two years.
- Act in a professional manner with EOA members, EOA Customers and Contest Participants.
- Wear the uniform prescribed by the commissioner or Board of Directors.
- Arrive at contest sites within time frames prescribed by the commissioner.
- Give the commissioner as much notice as possible when canceling an assignment and not cancel any assignment within twenty-four hours of the assignment except for extreme emergencies (e.g., family death, hospitalization, etc.).
- Not switch any assignment without the knowledge and advance permission of the commissioner.
- Confirm all assignments made by the commissioner.
- Confirm all assignments with any partners not later than the day prior to the assignment.
- Notify the commissioner immediately after the end of a contest in which there is an irregular, controversial, or unsportsmanlike act; an ejection; a forfeit; or a contest canceled for any reason.
- Comply with physical examination and/or fitness requirements determined by the Board of Directors.
- Not publicly criticize any official.
- Attend all clinics and meetings scheduled by EOA and the Virginia High School League.
- Pay all dues, assessments, and fines on or before the due date prescribed.

I hereby agree, to the fullest extent permitted by applicable law, to indemnify and hold harmless Eastern Officials Association, a Virginia non-stock corporation, its officers, its Board of Directors' members, and its customers (collectively, the "Indemnified Parties") from, against and for: 1) any and all liability for injuries proximately caused to any person or property solely due to my negligent or intentional acts or omissions while completing an assignment as a sports official for EOA; 2) any and all injuries or damages suffered by me unless such injury or damage is caused solely by the willful misconduct or gross negligence of one or more of the Indemnified Parties; and, 3) any losses, costs, expenses, claims, demands, suits, judgments and all other liabilities (including attorney's fees, expenses and court costs), to which the Indemnified Parties may be subject as a result of any false statement contained in this Certification.

This agreement constitutes the entire agreement between EOA and me. There are no other promises or conditions of any other agreement, whether oral or written, unless they are attached specifically to this agreement. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law finds 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.

(Independent Contractor's Signature)

(Date)

(EOA Representative's Signature)

(Printed Name)