

**Eastern Virginia Officials Association
Sports Official Independent Contractor Agreement**

I understand that I am an independent contractor and not an employee of EVOA or any of its customers.

I certify that I have voluntarily joined Eastern Virginia Officials Association (EVOA) in order to receive assignments to officiate sports contests contracted for by EVOA. 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 EVOA and subsequently paid me, EVOA will not deduct or withhold any taxes, FICA, or other employee deductions. I understand EVOA 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 EVOA, which is important to EVOA 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 EVOA. I understand I am responsible for officiating all contests assigned me by the commissioner or a sport assignor in accordance with instructions from the Executive Board, the commissioner, or the sport committee. I understand that my membership in EVOA 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 that the commissioner will assign me based on my availability and demonstrated ability to officiate at certain levels. I agree to hold harmless and indemnify EVOA, its officers, its Executive Board members, and its customers from 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 EVOA. I agree to hold harmless and indemnify EVOA, its officers, its Executive Board members, and its customers from 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 EVOA, its officers, its Executive Board members, or its customers.

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

- Cooperate with the commissioner and Executive Board when requested.
- Not attempt to secure contracts for either myself or any organization from any entity that has used EVOA officials at any time during the previous two years.
- Act in a professional manner.
- Wear the uniform prescribed by the commissioner or Executive Board.
- 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 (i.e., 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 Executive Board.
- Not publicly criticize any official.
- Attend all clinics and meetings scheduled by EVOA and the Virginia High School League.
- Not work for any other competing officials association without approval of the Executive Board.
- Pay all dues, assessments, and fines on or before the due date prescribed.

This agreement constitutes the entire agreement between EVOA and myself. 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)

(EVOA Representative's Signature)