

EAST BAY INTERSCHOLASTIC SOCCER OFFICIALS ASSOCIATION
CONTRACT FOR THE PROVISION OF SOCCER OFFICIATING SERVICES

This contract is made and entered into as of the date below by and between EAST BAY INTERSCHOLASTIC SOCCER OFFICIALS ASSOCIATION, herein after referred to as EBISOA, and, _____, herein after referred to as THE OFFICIAL, and shall remain in force as long as THE OFFICIAL is a member in good standing of EBISOA.

WHEREAS EBISOA has contracted with various leagues and/or schools to provide officials for soccer games; and

WHEREAS THE OFFICIAL desires to be assigned to officiate soccer games for which he/she is deemed qualified by EBISOA;

NOW THEREFORE, the parties agree as follows:

1. It is understood, acknowledged and agreed that THE OFFICIAL is an independent contractor and is not an agent/employee of EBISOA or any league/school to which officiating services are rendered. THE OFFICIAL understands that EB1SOA has no accident or Worker's Compensation Insurance for THE OFFICIAL performing services as an independent contractor.
2. THE OFFICIAL agrees to officiate games as and where assigned by EBISOA. THE OFFICIAL understands, agrees and acknowledges that EBISOA will endeavor, but shall not be bound, to assign officials at the highest level for which they are deemed qualified. EBISOA, through its Assignors, may act in its sole discretion in assigning officials to any games, and THE OFFICIAL hereby waives any claim against EBISOA for the manner and/or order in which he/she is assigned.
3. THE OFFICIAL shall be compensated for all services rendered at rates reflected in EBISOA's adopted fee schedule. No withholding taxes or contributions for Social Security, disability insurance, unemployment, or any other benefits or contributions shall be deducted from THE OFFICIAL's compensation. THE OFFICIAL acknowledges that he/she is responsible for the reporting of any income to any authorized governmental entity and the payment of taxes thereon.
4. THE OFFICIAL agrees to accept assignments from an assignor designated by EBISOA on the terms and conditions set forth herein.
5. THE OFFICIAL shall acquire and maintain, at his/her sole cost and expense, such equipment and designated uniforms as set forth and required by EBISOA.
6. THE OFFICIAL agrees to abide by all By-Laws, rules, regulations and policies set forth by EB1SOA.
7. THE OFFICIAL certifies that either he/she has been examined by a licensed physician of his/her choice and has been found physically fit to perform officiating services under the terms of this agreement, or, that he/she recognizes the physical rigors of officiating soccer and has willingly and specifically opted not to be examined by a physician despite the fact that such a medical examination is strongly recommended by EBISOA. The decision to participate either with or without the recommended medical examination is a conscious one. Whether or not THE OFFICIAL chooses to proceed with the recommended medical examination, THE OFFICIAL specifically agrees to waive any and all legal rights for claims of any nature whatsoever that he/she may have now or in the future against EBISOA or any person or persons representing EBISOA for any injuries sustained while participating in soccer officiating or related activities.
8. THE OFFICIAL certifies that he/she has sufficient life, health, disability and accident insurance to meet his/her personal needs and recognizes and accepts that EBISOA carries no insurance regarding the official's well being.
9. THE OFFICIAL realizes that EBISOA cannot control the actions of any third parties nor is EBISOA responsible for the conditions under which games may be played. Therefore, for the limited purpose of defining the rights and remedies of THE OFFICIAL and EBISOA for any and all loss, injury or damage suffered by THE OFFICIAL arising in any way out of this contract, THE OFFICIAL agrees to accept all hazards, damages and injuries which he/she or his/her property may incur in the course of performing this contract and waives all rights, whether known or unknown, to claim damage arising out of the foregoing from EBISOA, its officers or members. THE OFFICIAL further agrees to indemnify and hold EBISOA and its officers and members free and harmless from any and all liabilities, claims or damages caused by, arising out of, or in any relation to the performance by THE OFFICIAL of services under this contract.
10. Nothing within this agreement shall be construed as a guarantee that EBISOA will assign to any official a specific number of games at any level and/or position during preseason, regular season or post season play.
11. This contract may be canceled by EBISOA at any time should THE OFFICIAL not perform his/her services to the satisfaction of EBISOA or should THE OFFICIAL terminate his/her membership. EB1SOA can also cancel this contract on the last day of August of any calendar year starting August 31, 2014.

PRINT NAME _____ DATE _____

SIGNATURE _____ HOME PHONE _____

ADDRESS _____ WORK PHONE _____

CITY & ZIP _____ CELL PHONE _____

EMAIL _____

Please mail signed contract to EBISOA POBOX 1287 OAKLAND CA 94604.