



Making the Call Since 1968

Independent Contractor Agreement

This Independent Contractor Agreement (hereinafter referred to as the "Agreement") is made this ____ day of _____, 20____, by and between Margarita Officials Association (MOA) (herein referred to as the "Association") and _____, (hereinafter referred to as "Independent Contractor". (print name)

1. **EMPLOYMENT.** The Association hereby engages the Independent Contractor and the Independent Contractor hereby accepts engagement with the Association upon the terms and conditions herein 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 umpire of the Association and his/her duties shall be to provide umpiring services for the Association and such other 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. **EXTENT OF SERVICE.** The Independent Contractor shall devote such time to the performance of his/her duties under this Agreement as is reasonably required and shall utilize his/her best efforts in furtherance of the duties accepted. The Association makes no representation or promise as to the number of games to be given to the Independent Contractor.
5. **TAXES AND BENEFITS.** Independent Contractor shall be responsible for his/her own taxes and liability insurance. Independent Contractor is not entitled to receive any sick leave, vacation, retirement, health benefits, unemployment insurance, or other benefits from the Association.
6. **INDEMNIFICATION.** Independent Contractor agrees to indemnify and hold harmless the Association from all claims and losses sustained in the performance of the terms of this Agreement by Independent Contractor.
7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension, and/or rescission is sought.

9. **INDEPENDENT CONTRACTOR STATUS.** Independent Contractor shall work under their own direction. Independent Contractor shall provide their own equipment. The relationship between the Association and Independent Contractor is not that of employer/employee but that of an independent contractor arrangement. The independent Contractor agrees to abide by all policies, rules, regulations and decisions of the Board of Directors of the Association and will promptly pay any fines assessed when due and will always conduct themselves in the Associations best interests.

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

Independent Contractor Printed Name

Independent Contractor Signature

Date

Association Representative

Date