

2021 INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Agreement") is made this

_____ day of _____, 20____, by and between The Amateur Softball Association /USA Softball National Governing Body of Softball and **Nor Cal USA Softball**, (hereinafter known as the Associations) and Umpire,

(Print Name)

(hereinafter referred to as the "Independent Contractor").

1. EMPLOYMENT STATUS. The Associations hereby engage the Independent Contractor and the Independent Contractor hereby accepts engagement with the Associations upon the terms and conditions hereinafter set forth.

2. TERM. The term of this Agreement shall be beginning the date hereof, and may be terminated by either party by giving thirty (30) days written notice.

3. DUTIES. The Independent Contractor is engaged as a Softball Umpire of the Associations and his/her duties shall be to provide umpiring services for the Associations and such other phases of the Associations' business as may from time to time be determined by the Association. The 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 Associations make no representation or promise as to the number of games to be given to the Independent Contractor to umpire.

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 Associations.

6. INDEMNIFICATION. Independent Contractor agrees to Indemnify and Hold Harmless the Associations from any and 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This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.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 his/hers own direction. Independent Contractor shall provide their personal equipment. The relationship between the Associations 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 Directors of the Associations 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 date first above written.

Independent Contractor **Printed Name**

Independent Contractor Signature

Date

District Representative

Date