

VOLLEYBALL OFFICIATING AGREEMENT

This Officiating Agreement is entered into this ____ day of _____, 20____ by and between the volleyball official, _____ (hereinafter the "Official") and the contracting agency, _____, hereinafter the "Tournament Director". For and in consideration of the mutual promises and covenants contained herein, the Tournament Director hereby contracts for the volleyball officiating services of the Official in accordance with the terms below.

1. The Official shall:

- a. At all times be deemed an independent contractor and shall NOT be deemed an employee of either the Tournament Director or Ohio Valley Region, Inc. (hereinafter "OVR").
- b. Provide the services and skills necessary to accomplish the purpose of this Agreement, including maintaining current membership in, and officiating certification from, OVR.
- c. Provide all the necessary officiating equipment including, but not limited to, the following items: (1) Whistle and lanyard; (2) OVR-specified uniform shirt, blue slacks, and white shoes; (3) Yellow Card and Red Card; (4) Ball pressure gauge; (5) net measuring chain.
- d. Provide insurance coverage, if desired, notwithstanding any medical insurance provided to Official as a membership benefit of OVR. The Official shall not be covered by Workers Compensation, and neither the Tournament Director nor the OVR shall pay premiums to Workers Compensation for such coverage of the Official.
- e. Save and hold the Tournament Director and OVR harmless and indemnify both from all liability, costs, claims and causes of action arising out of the Official's performance of this Agreement.
- f. Comply with all laws and ordinances concerning the reporting and payment of taxes.

2. The Tournament Director shall:

- a. Pay to the Official, after Official's successful performance of this Agreement, the contract fee indicated below. Neither the Tournament Director nor the OVR shall withhold any portion of this contract fee for income tax, unemployment tax, or social security contributions.
- b. The Tournament Director shall NOT provide direct supervision of the Official's work. Specific officiating assignments under this Agreement will generally be dictated by the outcomes of play.
- c. Provide a "Form 1099 Miscellaneous" to Official, if aggregate contract fees paid by Tournament Director to Official exceed \$600 in any tax year.

3. Term, Contract Fee, and Expenses: The term of this Agreement shall be from _____ to _____. The term of this Agreement is intended to be limited to the specific dates of a single tournament. This Agreement is not intended to bind either party to any future obligations, and the parties hereby agree to execute a separate unique Officiating Agreement for each future tournament, if the parties agree, in each separate case, that such a future engagement is mutually beneficial.

Tournament Director shall pay Official a total contract fee of \$_____ for this Agreement. Unless otherwise specified in an Addendum separately executed and attached hereto, the Official shall be solely responsible for all of the Official's travel, accommodation, meal, and all other expenses incurred by the Official as a result of the Official's performance of this Agreement.

By signing this contract, the Official understands and expressly acknowledges that an inherent risk of exposure to COVID-19 exists in any public place where people are present. In attending the event, the Official voluntarily assumes all risks related to exposure to COVID-19, and waives, releases, and discharges the Tournament Director; the host venue; and their affiliates, directors, officers, assignors, employees, agents, contractors, or volunteers from any and all liability under any theory, whether in negligence or otherwise, for any illness or injury.

IN WITNESS WHEREOF, the parties have executed this Officiating Agreement as of the day and year first written below.

Official Signature

Tournament Director Signature

Official Printed Name

Tournament Director Printed Name

Emergency Contact Name

Emergency Contact Title/Relationship

Emergency Contact Phone Number

Date