

Capital District Board of Women's Basketball Officials (CDBWBO), Inc
Independent Contractor Contract Agreement

Name: _____

I _____, understand that I am an independent contractor and not an employee of the Capital District Board of Women's Basketball Officials (CDBWBO) or any of its services entities (youth basketball, AAU or local schools or friends of NYS Section II). In all matters having to do with participation in any and all CDBWBO functions, no employee, master-servant, principal agent or other such relationship exists between Member and CDBWBO. Rather, each Member is an independent contractor in all such functions including, without limitations: officiating basketball games, approved participation in team practices and scrimmages, participation in rules sessions and other such exercises, attendance at regular CDBWBO meetings and other functions, traveling to and from any activities specifically enumerated herein, as well as to and from such CDBWBO activities not so specifically enumerated and any other CDBWBO related activities in which any Member may engage.

The legal result and ultimate legal effect of the Members' independent contractor status described herein shall be that as defined by all applicable NYS LAWS. However, for the present purposes, and without limitation on the overall legal significance and effect of the independent contractor relationship as defined by such laws, it is specifically understood and agreed as follows:

- I. The CDBWBO, its officers (individually or collectively), directors, or other members, representatives or principals, will have no liability to any Member for any injury or disability which the Member may sustain as a result of participating in any CDBWBO function, or while en route to or from any such function.
- II. The CDBWBO provides no primary health or dental insurance covering any Member for illness contracted or injuries sustained while involved in any CDBWBO function or while en route to or from any such function, including, without limitation, the functions enumerated above. Any Member desiring such coverage must provide the same for themselves.
- III. The CDBWBO provides no workman's' compensation, disability insurance or other type of insurance to provide coverage to any Member for any injuries sustained while participating in any CDBWBO function, or while en route to or from any such function. Any Member desiring such insurance coverage must provide the same for themselves.
- IV. The CDBWBO, its officers (individually or collectively), directors or other members, representatives or principals of CDBWBO will have no vicarious or third party liability for any injury or damage caused by any Member to any third party while the Member is participating in any CDBWBO function or activity, or while the Member is en route to or from any such function or activity.
- V. The CDBWBO provides no liability insurance or other insurance against claims made by third persons against any Member for any actions or omissions of the Member while he is engaged in, or en route to or from, any CDBWBO function or activity, or while the Member is en route to or from any such function or activity.
- VI. Neither Federal, NYS, local income tax, nor any other payroll tax of any kind, shall be withheld or paid by the CDBWBO on behalf of any Member. In accordance with the terms of this Agreement and the understanding of the parties herein, no Member shall be treated as an employee with respect to any services performed as a Member of the CDBWBO for Federal or NYS tax purposes.
- VII. Each Member understands that they are responsible to pay their own income tax in accordance with Federal, NYS and local law. The Member further understands that they may be liable for Social Security (FICA) tax to be paid in accordance with all applicable laws.
- VIII. Each Member will provide his own equipment, materials and supplies: and unless agreed to in writing, the CDBWBO will not be liable to any Member for any expenses they pay or incur for any such items, or for any other items whatsoever, including, without limitation: travel, lodging, medicines or drugs, or other items incidental to their participating in any CDBWBO function.

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

1. Cooperate with the assignor and Executive Board when requested.
2. Not attempt to secure assignments for either myself or any organization from any entity that has been contracted to assign officials through the CDBWBO or work for any other competing officials association without approval of the Executive Board.
3. Act in a professional manner.
4. Wear the uniform prescribed by the Executive Board.
5. Arrive at contest sites within the time frame prescribed by the assignors.
6. Give the assignor 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/emergency)
7. Not switch any assignment without the knowledge and advance permission of the assignor.
8. Notify the assignor and president immediately after the end of a game in which there is an irregular, controversial, or unsportsmanlike act; an ejection, a forfeit, or a contest canceled for any reason.
9. Maintain my physical condition to be consistent with the effort required to fulfill my officiating responsibilities
10. Not publicly criticize any official
11. Confirm all assignments with fellow officials and with the local schools as directed by the assignor.
12. Not give any interviews with media without the prior approval of the Executive Board.
13. Attend clinics and meetings scheduled by the CDBWBO.
14. Pay all dues, assessments, and fines on or before the due date prescribed.

I understand I am responsible for officiating all contests assigned to me from the assignor. I understand that my membership in the CDBWBO does not obligate the assignor to make any minimum number of assignments nor ensure that I will officiate any contests at a certain level. I understand that the assignor will assign me based on my availability and demonstrated ability to officiate at certain levels. If any provisions of this agreement is invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and such 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.

The undersigned Member further represents that he/she fully read this entire agreement and understands the same to his complete satisfaction. Both parties agree to abide and be governed by the terms of this agreement.

Date: _____ Member's Signature: _____

Member's Name: _____