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2017 UMPIRE CONTRACT

UMPIRE

It is solely agreed between Professional Officiating and the named official, hereinafter referred to as umpire, which the parties agree to enter into this contract pursuant to the following terms and conditions.

- It is specifically understood that the umpire is not an employee of Professional Officiating, and the umpire agrees to serve as an independent contractor. The term of this agreement is for one calendar year. The specific year covered is the 2017 year only.
- A decision as to future contracts, if any, shall rest solely at the discretion of Professional Officiating. In no event shall either party extend the terms of this agreement beyond the 2017 calendar year.
- The umpire has completed a physical examination by a qualified physician within 6 months prior to the date of this agreement, assuring that the umpire's health is such that the umpire can safely take part in the rigors of officiating. Evidence of such physical examination shall be submitted to Professional Officiating upon request. The umpire further agrees to keep in a condition fit to perform the duties of an umpire throughout term of this agreement and shall promptly notify Professional Officiating if, at any time, his condition, for any reason, is below normal standards.
- The umpire understands that he is personally responsible for medical expenses, including without limitation: hospital charges, physician fees, therapist fees, ambulance fees and the cost of any and all medications that may be incurred by him as a result of any assignment. The umpire further understands that the medical insurance coverage must be in place to benefit the umpire if needed by him.
- The umpire agrees to provide his own liability insurance coverage of at least \$1,000,000 throughout the course of this agreement.
- The agreed compensation for services rendered by the umpire to Professional Officiating shall be the amount negotiated by Professional Officiating with the affiliated leagues.
- The umpire agrees that any assignment is subject to cancellation by Professional Officiating when it deems, in its sole discretion, such cancellation to be in the best interest of the umpire, Professional Officiating, or any affiliated league. The umpire agrees to pay \$90.00 dues for the 2017 spring/summer season. The umpire shall submit his social security number to Professional Officiating prior to the start of the 2017 season, for the purpose of reporting income to the IRS.
- The umpire agrees to hold harmless and indemnify Professional Officiating, its executive committee and affiliated leagues from any and all liability for injuries, proximately caused to any person or property solely due to neglect or intentional act or omission of the umpire arising out of the umpires assignment to act as an umpire at any athletic contest, pre-season practice game or event assigned by Professional Officiating. The umpire understands and is aware that Professional Officiating does not provide workers compensation insurance to the umpire as the umpire is not an employee of Professional Officiating, but is an independent contractor. The umpire is responsible for any insurance coverage deemed necessary by the umpire himself.
- The umpire agrees to be present and available to the affiliated leagues 30 minutes prior to the start of any game. The umpire also agrees that at no time before or during any assignment to consume any alcoholic beverages or take any narcotics. Any violation of this clause shall result in immediate termination of this contract.
- If the umpire misses a game or arrives 15 minutes or later after the scheduled start time, he will be penalized one game fee. If the umpire is late to a game he will be fined one half of that game fee. If the umpire cancels assignment with less than 48 hours notice he will also be fined one half of that game fee.
- Any umpire that fails to report a violation of the Professional Officiating drug and alcohol provision of the contract may be liable to sanctions to be determined by Professional Officiating.

The umpire agrees to pay the above aforementioned dues set by the executive committee. Dues must be paid by the umpire prior to the start of the 2017 season. Failure to do so shall give just cause for Professional Officiating to terminate this agreement.
- If, at any time during the affective period of this agreement, the umpire fails to abide by the terms and conditions set forth and agree to herein, said failure shall give Professional Officiating in its sole discretion, clause to terminate the contract immediately.
- If the umpire or Professional Officiating wishes to terminate this agreement without cause, either party may do so on 30 days written notice to the other party.
- This writing comprises the entire agreement between Professional Officiating and the umpire and may not be amended or changed in any matter except in writing and executed by both parties. Should court or legal decision hold any provisions of this agreement invalid, all other provisions shall continue in full force.

This agreement is effective when signed by both parties as indicated below.

PROFESSIONAL OFFICIATING

UMPIRE

Mark A. Beller

Mark A. Beller, President

Name (please print)