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PROGRAM / LEAGUE CONTRACT for 2018

This agreement is entered into between Professional Officiating (hereinafter "PO") which provides Umpire Officials to officiate baseball games, and the league/program identified below (hereinafter "Program") which organizes baseball games for which it requests Umpire Officials, under the following terms and conditions.

- 1. PO will provide Umpire Officials to officiate baseball games, at the times and locations as specified by Program.
2. It is specifically understood that the Umpire Officials assigned by PO to umpire games specified by Program are not employees of PO and the Umpire Officials act as independent contractors.
3. Unless terminated early, as set forth below, the term of this agreement is for one (1) calendar year beginning January 1, 2018 and ending December 31, 2018. This agreement can only be extended beyond December 31, 2018 by an agreement in writing signed by both parties.
4. Program agrees to provide a safe environment, and take on all responsibilities of field conditions. Fields will be fit for play and be in accordance with articles 1.01 through 1.17 Section one, rule one of the 2018 Official Baseball Rules.
5. If at any time, for any reason, a field is not in accordance with the rules, or is below normal standards for safety, Program shall notify PO promptly. PO shall not provide Umpire Officials to Program for games at fields which PO knows fails to comply with safety standards.
6. Program understands and acknowledges that it is responsible for insurance coverage. Coverage must be in place throughout the course of this agreement.
7. The agreed compensation for services rendered by PO to Program shall be the amount negotiated by PO with the Program. Program agrees to pay PO assigning fees of \$5.00 per game at which PO provides Umpire Officials. This includes rescheduled games. Assigning fees, plus an additional \$120.00 refundable deposit must be paid by Program prior to the start of its 2018 season; failure to do so is cause for PO to immediately terminate this agreement, at the sole discretion of PO.
8. Program agrees to compensate the Umpire Officials directly and before the first pitch of a game, for services to be rendered in the amount negotiated by PO with Program. Unless separate arrangements are made in a writing signed by PO, all payments to Umpire Officials are to be made at the game site. If Program does not pay Umpire Officials on the field, PO may pay Umpire Officials their game fee, and collect that amount from Program. In the event PO pays Umpire Officials a game fee which was due from Program but unpaid, in addition to the game fee, Program shall reimburse PO an additional \$20 per game charge for advancing funds.
9. Program agrees that PO may, at its sole discretion, cancel any assignment of an Umpire Official to a game when and if PO deems such cancellation to be in the best interest of the Umpire Official, PO, or Program.
10. Program may cancel or revise any request for assignment of Umpire Officials under the following terms and conditions: Program agrees to provide PO a minimum of 48 hours notice of any cancellation or any revisions to the Program game schedule. If PO does not receive timely Notice of a cancellation or revision, in addition to the game fees due Umpire Officials, as set forth in paragraph 8 above, Program shall owe the \$5.00 game fee due PO as specified in paragraph 7 above. If there is questionable weather, Program may cancel or modify its request for Umpire Officials by notifying PO at least 2 1/2 hours before game time. If Program does not cancel within the 2 1/2 hour time frame, and Umpire Officials are provided, the Umpire Officials shall be paid by Program in full regardless whether the contest is played or not (if a scheduled doubleheader, Umpire Officials are to be paid for both games) and PO shall be paid its \$5.00 game fee. Umpire Officials will also be paid for both games of scheduled doubleheaders that are reduced to a single game with less than 24 hours notice to PO and two game fees shall be due to PO -- NO EXCEPTIONS.
11. Program agrees to hold harmless and indemnify PO, its officers, directors, managers, employees, assignors, and all persons associated with PO, and each Umpire Official assigned to the contest, from and against any and all liability for personal injuries, property damage, or damage or injury of any kind, sustained or allegedly sustained by any person during any Program game.
12. Program understands and acknowledges that PO does not provide insurance to or for the benefit of Program or Umpire Officials. Program is responsible for its own insurance.
13. Consumption of alcoholic beverages or narcotics is prohibited at game sites. Any violation of this clause shall result in the immediate termination of this agreement. PO will instruct Umpire Officials assigned by PO that they are not to consume any alcoholic beverage or narcotic within 12 hours of an assigned game. Umpire Officials have been instructed to report to PO any violation of the PO drug and alcohol policy by Program or Umpire Officials. Violation of this clause provides cause for immediate termination of the agreement.
14. If, at any time during the term of this agreement, Program fails to abide by the terms and conditions set forth and agreed to herein, PO may at its sole discretion, immediately terminate this agreement.
15. Any party hereto may terminate this agreement without cause effective thirty (30) days following written notice to the other party.
16. Should a dispute arise regarding this agreement, interpretation of this agreement, or any alleged breach of this agreement, including payment of fees by Program to PO or Umpire Officials, the prevailing party in any such dispute shall be entitled to recover its costs and expenses, including reasonable attorney's fees.
17. This writing comprises the entire agreement between P.O. and the program and may not be amended or changed in any manner except in writing and executed by both parties. Should any provisions of this agreement be found or held invalid by a court, all other provisions shall continue in full force.
18. Program must contact PO by telephone to ensure receipt if Program/League schedules are transmitted to PO via facsimile or e-mail. This also applies to any and all additions of games, cancellations of games (for any reason), game time changes, game site changes, and any other revisions to the Program/League schedule.

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

PROFESSIONAL OFFICIATING

Mark A. Beller
Mark A. Beller, President

January 1, 2018
Date

Program Director/President

Name (please Print)

Program/League

Signature

Date

Contact Person / Phone Number

Program/League Billing Address

E-Mail Address