

2010 YOUTH FOOTBALL OFFICIAL'S SERVICE AGREEMENT

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This Agreement is made on _____, between the Florida Youth Football Officials Association, Inc. (Association) aka FYFOA Inc., a Florida incorporated association located at 5021 SW 111 Terr, Fort Lauderdale, Florida 33328, and _____, an Independent Contractor - aka ("Official").

In consideration of the following mutual promises, the Association and Official agree as follows:

1. **TERM.** The term of this Agreement is for one football season only beginning July 1, 2010, and terminating December 31, 2010, unless terminated earlier as provided in this agreement.

2. **OFFICIAL'S STATUS.** The Official is an independent contractor for all purposes related to the performance of this agreement and for any officiating activities relating to this agreement, including but not limited to travel to and from games, meetings, seminars, scrimmages and clinics, and is not an employee of the Association or of any member league serviced by the Association.

The Official acknowledges and agrees that because of their independent contractor status, the Official shall not be eligible for any "employee" benefits including, but not limited to, workers' compensation, health insurance, disability insurance, liability insurance, or unemployment insurance under any policy of the Association.

The Official acknowledges and agrees that he/she will be solely responsible for properly reporting, withholding and paying all applicable taxes and other fees with respect to all amounts directly or indirectly paid to the Official for officiating services performed.

This agreement is not a contract of employment and does not imply that the Association will continue the Official's engagement for any period-of-time other than as may be provided in this agreement.

3. **ASSIGNMENTS.** This agreement, which adds the Official to the list of officials from which the Association may provide game assignments for the current year football season only, does not obligate the Association to make any game assignments to the Official nor does it obligate the Association to make a minimum number or certain quality or level of assignments to the Official. If assignments are made by the Association to the Official, they may include pre-season, regular-season and post-season scrimmages and or games. All scheduled assignments are subject to change as part of the Commissioner's discretion to make modifications in the best interest of the Association.

The Official may accept or decline any game assignment when offered by the Association.

The Official is required to notify the Crew Chief immediately if they cannot fulfill or perform at any accepted assignment due to illness, family matters, business matters, injury, conflict of interest, or an unforeseen circumstance.

Unless the Official notifies the Association in advance, the official agrees to hold open their officiating dates for the Association as follows:

- (1) All pre-season, regular-season, and play off/super bowl dates scheduled on line;
- (2) Closed dates must be submitted prior to July 1 of each year, unless an emergency develops; and
- (3) In the event the Official receives a subsequently offered an on-field (not an auxiliary role) High School or NCAA football assignment, the Official will not be penalized should they opt to accept the higher-level assignment, provided notification is made to the Association as soon as the HS or college game is offered.

4. **PAYMENT.** The Official shall be paid in accordance with the current service contract.

5. **TERMINATION.** The Official upon written notice to the Association five calendar days prior to the effective date of termination may terminate this agreement at any time.

6. **RULES.** The Official agrees to abide by all applicable rules of the National Federation, Florida High School Athletic Association, and existing youth league Bylaws in order to maintain the Official's eligibility to officiate scheduled events, and to abide by all rules of the Association.

7. **INSURANCE.** The Official during the term of this agreement is **not** covered by any Association purchased insurance policy. The Official as an independent contractor is encouraged to personally obtain and maintain in effect during the term of this Agreement an appropriate liability, auto, health, and as needed supplemental insurance policy coverage.

8. **HOLD HARMLESS AND INDEMNIFICATION.** The Official agrees to hold harmless and indemnify the Association, its Commissioner, Association's Board of Directors, employees and independent contractors from any and all liability of any nature for claims made by any person or entity for any injuries or damages arising out of the Official's officiating duties.

9. **CHOICE OF LAW AND CONSENT TO JURISDICTION.** The laws of the State of Florida shall govern this Agreement, its performance and all claims of any nature arising out of or as a result of this Agreement and any claims between the Association and the Official shall be filed in the federal or state courts or appropriate administrative body located in Florida. The Official consents to personal jurisdiction over the Official in the State of Florida and agrees to waive any defense to such jurisdiction.

10. COMMUNICATIONS & CONDUCT.

The Official will maintain a communications capability (to include computer; E-mail; cell phone with voicemail) to establish regular contact with the Commissioner, Association and other members of the officiating staff.

The Official will not engage in any conduct that could reasonably give rise to the perception of a conflict of interest or favoritism. The Official should not solicit or accept anything other than the fee for services rendered from a youth league under contract with the Association.

The Official should not engage in any behavior or conduct that, in the sole judgment of the Association, could reasonably cause embarrassment to the officiating staff and Association or call into question the Official's judgment, honesty and integrity.

The Official will provide direct, truthful responses to any authorized inquiries made by a member of the Review Compliance Committee within 48 hours of a request for any Association related information. An Official's refusal to provide a response to a member of the committee will be judged on a case-by-case basis and may constitute grounds for termination.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Association and the Official and if any statement, promise or inducement was made by either party, then it or they are not binding. This Agreement may only be changed by a written document signed by both the Association and the Official.

Offer of Services

. **IMPORTANT** - An Offer of Services does not constitute acceptance by the FYFOA Inc. Personnel appointments are from year-to-year. **A previous year appointment does not create an expectation of a subsequent appointment.** You must apply each year. A current year –*Youth Football Official's Contract* must be dated and fully executed by both parties before any assignments may be offered.

. Notifications will be posted on-line. Postings will reflect your status as: 1) **Crew Qualified** – wishing to be selected on a crew. 2) **Alternate** – wishing to be considered on a week-to-week basis as needed by the FYFOA, Inc.

. Unless waived by the Commissioner, an applicant must be a member in football official good standing with the Florida High School Athletic Association.

. You must log-on: <http://davie.net/ayflmain/> then click the (Gremlins) 'Update Your Information.' link. Verify your personal contact data. You must keep this on-line information current so that the FYFOA, Inc may contact you concerning assignments.

. You must submit this form before June 30. A \$10.00 fee is required with this document. Cash or check payable to Bill Hanlon. Mailing address: 5021 SW 111 Terr. Ft. Lauderdale, FL 33328. **NOTE:** On July 1, the fee increases to \$20.00. The fee will be refunded if the FYFOA, Inc. does not accept an Offer of Services.

. 1) ____ Want to be on a Crew (or) 2) ____ Want to be an Alternate AM only-PM only-Either
(Check Mark - 1 or 2) (If Alternate Checked - Circle One Option)

Name: _____ SS: XXX-XX- _____ (last 4 #s only) Occupation: _____

City: _____ Zip _____ E-Mail: _____

Cell () _____ Home () _____ Wk () _____

Last year's FHSAA Part II Test Score: _____ Total Years Officiating Tackle Football: _____

Official's Signature: _____ Date: _____

Commissioner's Signature: _____ Date: _____

Fee: Cash ____ Check # _____

Board of Directors Approval: _____ Date: _____

(The Association will maintain original document. Copies will be provided upon request.)

(Revised 06/05/10)