

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Agreement") is made this _____ day of _____, 20_____, by and between Wisconsin Amateur Softball Association (hereinafter referred to as the "Association") and _____ (hereinafter referred to as the "Independent Contractor").

1. **EMPLOYMENT.** The Association hereby engages the Independent Contractor and the Independent Contractor hereby accepts this engagement with the Association upon the terms and conditions hereinafter set forth.
2. **TERM.** The term of this Agreement shall be for the period of one year beginning on the date hereof, unless terminated by either party by giving thirty (30) days written notice.
3. **DUTIES.** The Independent Contractor is engaged as a softball umpire or umpire-in-chief of the Association and his/her duties shall be to provide umpiring services for the Association and other such phases of the Association's business as may from time to time be determined by the Association. The Independent Contractor has the right to decline or accept any offered game or assignment.
4. **COMPENSATION.** As the entire compensation to the Independent Contractor for his/her services to the Association under and during the term of this Agreement, in whatever capacity rendered, the Independent Contractor shall be paid a fee for each game he/she umpires or each tournament he/she is umpire-in-chief in accordance with the established fee schedule for the event, as amended from time to time. The Association makes no representation or promise as to the number of games or assignments to be given to the Independent Contractor to umpire or events for the Independent Contractor to umpire-in-chief.
5. **EXTENT OF SERVICES.** The Independent Contractor shall devote such time to the performance of his/her duties under the Agreement as is reasonably required and shall utilize his/her best efforts in furtherance of the duties accepted. The Independent Contractor agrees to allow the Association to provide written and/or verbal evaluation on performance and understands that said evaluations are subjective in nature and do not reflect the sentiment of the Association or ASA as a whole.
6. **TAXES AND BENEFITS.** The Independent Contractor shall be responsible for his/her own taxes and insurance, except the insurance provided by ASA as a registered umpire working a sanctioned ASA event. The Association is not responsible to withhold taxes from or pay FICA contributions on monies paid to the Independent Contractor. The Independent Contractor is not entitled to receive any sick leave, vacation, retirement, health benefits, or other benefits from the Association.
7. **INDEMNIFICATION.** Independent Contractor agrees to indemnify and hold harmless the Association from any and all claims and losses sustained in the performance of the terms of this Agreement by the Independent Contractor.
8. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified or rescinded only by a writing signed by the party against whom any such agreement, waiver, change, modification, extension and/or rescission is sought.
10. **INDEPENDENT CONTRACTOR STATUS.** Independent Contractor shall work under his/her own direction. Independent Contractor shall provide his/her equipment. The relationship between the Association and Independent Contractor is not that of employer/employee but that of an Independent Contractor arrangement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals as of the date first above written.

REPRESENTATIVE OF THE ASSOCIATION

INDEPENDENT CONTRACTOR

Chad E. Mitchell
Print Name

Print Name

Signature

Signature

CONDUCT GUIDELINES FOR UMPIRES

1. Umpires shall bear a greater responsibility for engendering public confidence in sports.
2. Umpires shall be free of obligation to any interest other than the impartial and fair judging of sports competitions.
3. Umpires shall hold and maintain the basic tenets of officiating which include history, integrity, neutrality, respect, sensitivity, professionalism, discretion and tactfulness.
4. Umpires shall master both the rules of the game and mechanics necessary to enforce the rules, and shall exercise authority in an impartial, firm and controlled manner.
5. Umpires shall uphold the honor and dignity of the profession in all interactions with athletes, coaches, tournament or league officials, colleagues, and the public.
6. Umpires shall display and execute superior communication skills, both verbal and non-verbal.
7. Umpires shall recognize that anything which may lead to a conflict of interest, either real or apparent, must be avoided. Gifts, favors, special treatment, privileges, employment or a personal relationship with a team which can compromise the perceived impartiality of officiating must be avoided.
8. Umpires shall prepare themselves both physically and mentally, shall dress neatly and appropriately, and shall comport themselves in a manner consistent with the high standards of the profession.
9. Umpires shall not be party to actions designed to unfairly limit or restrain access to officiating, officiating assignments or to association membership. This includes selection for positions of leadership based upon economic, race, creed, color, age, sex, physical handicap, country or national origin.
10. Umpires shall be punctual and professional in the fulfillment of all contractual obligations.
11. Umpires shall work with each other and their governing bodies in a constructive and cooperative manner.
12. Umpires shall resist every temptation and outside pressure to use one's position as an official to benefit oneself.
13. Umpires shall never participate in any form of illegal gambling on sports contests and may never gamble on any sporting event in which they have either a direct or indirect involvement.
14. Umpires shall not make false or misleading statements regarding their qualifications, rating, credentials, experience, training or competence.
15. Umpires shall accept responsibility for all actions taken.

By signing below, you are acknowledging that you have read and understood the guidelines stated above.

Print Name

Signature

Date

** Please Return Signed Document (Both Sides) to: Chad Mitchell, N2174 770th St, Hager City, WI 54014**