



## **FCFOA Frederick County Football Officials Association**

*Serving Frederick County area's youth and high school with dedication and integrity*

### **INDEPENDENT CONTRACTOR AGREEMENT**

This independent contractor agreement made between the Frederick County Football Officials Association Inc. and \_\_\_\_\_.

The purpose of this letter is to set forth an agreement with respect to the terms and conditions upon one to perform the duties of an Official, operating as an independent contractor with Frederick County Football Officials Association, herein after known as 'the association' or "FCFOA".

**In consideration of the mutual agreements herein contained, the parties agree as follows:**

- Official agrees to perform the officiating services to the best of their ability regardless of level of play. Official agrees to conduct himself/herself in a manner that will not bring discredit to the FCFOA or its member teams.
- Official agrees to comply with the regulations and policies of the Frederick County Football Officials Association's Constitution, By-Laws, and Standard Operating Procedures.
- Official does not and is not required to officiate exclusively for FCFOA. Official must acquire authorization from the FCFOA Commissioner for dual membership. FCFOA reserves the first right of assigning on a week-to-week basis.
- FCFOA will not direct or control the actual officiating by the Official on a regular basis, except in unusual circumstances; provided however, that FCFOA, specifically FCFOA Commissioner or Assistant Commissioner, shall assign Official to officiate games, events, or competitions and reserves the right to establish rules, procedures, specifications and performance criteria applicable to FCFOA officials to periodically evaluate the performance of Official.
- Official's service will be paid for on a basis of a contract rate per game, competition or event, rather than on a salary or hourly rate. Payments shall be paid to Official at the close of the season or within a reasonable time thereafter, for member schools and the Mountain Valley Youth Football League. Payments for services rendered to all other recreation youth football league associations will be paid on site on the day of the game, competition or event.
- This agreement is effective as of the date it is signed by the parties and shall continue in effect for the duration of the current FCFOA season.
- FCFOA will not terminate this Agreement during the term of this Agreement unless Official fails to produce a result that meets the specification and criteria required by the FCFOA Commissioner, or otherwise fails to comply with the terms and conditions of this agreement.
- FCFOA may provide training and/or online training sessions for the Official prior to the beginning of and/or during the season for the purpose of teaching and instructing FCFOA, MPSSAA, & NFHS rules and procedures. Official agrees to attend and participate in such training sessions and/or clinics required by FCFOA for its officials.
- FCFOA will not provide any benefits, including but limited to health insurance, life insurance, worker's compensation, etc. to Official.
- The Official is responsible for procurement of the appropriate, required, FCFOA approved uniform and equipment necessary for the completion of their duties in completing the assignments. Additionally, Official will be responsible for the cleanliness, repair, maintenance, and eventual replacement of said uniforms and equipment.

## Agreement of Independent Contractor Status

- FCFOA and Official hereby acknowledge and agree that the officiating services performed by Official for the FCFOA are performed as an independent contractor and not as an employee. The parties agree and acknowledge that Official is engaged in the independent trade of providing officiating services and is free from FCFOA's control and direction in the performance of his/her services.
- The Official understands and acknowledges that he/she is not entitled to unemployment insurance or workers compensation benefits for the performance of the officiating services unless such items are provided by Official or some other entity other than FCFOA or its member teams.
- Official is obligated to pay all federal/state income taxes and related withholdings on any monies paid by FCFOA for services performed, and to file returns with respect thereto. Official shall receive an IRS Form 1099.
- Official agrees to indemnify and hold harmless FCFOA and its officers, directors, employees, agents, and member teams from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Official fails to comply with obligations, or is found by any governmental authority to be an employee rather than an independent contractor in performance of services for FCFOA.

## Releases from Liability and Indemnification

- Official hereby assumes all risks of bodily injury, disability, death, or property damage, however arising, while providing officiating services or for any other purpose participating in, traveling to and from or observing the games, competition, or events for which he/she is providing officiating services or being trained for purpose thereof.
- Official agree to indemnify the FCFOA, its officers and board members, as well as individual members and hold harmless from and against any and all losses, claims, expenses, suits, costs, demands, damages, or liabilities, joint or several, of whatever kind or nature which they may sustain or to which they become subject arising out of or relating in any way to the performance of my duties in training, meetings, or in assignments as an official of this Association, including without limitation in each case attorney's fees, costs, and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.
- The Official has read and voluntarily signs these releases, waivers of liability and indemnification provisions and further agrees that no oral representation, statements or inducements apart from the foregoing written provisions have been made.

## Physical Condition

- Official understands that officiating is a physically demanding, and accordingly represents that he/she is in good physical condition and is physically able to perform the services covered by the agreement.

## General

- This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications (if any).
- This agreement shall be governed by the laws of the State of Maryland.

### IT IS SO AGREED.

**FREDERICK CO. FOOTBALL OFFICIALS ASSOC.:**

**OFFICIAL/INDEPENDENT CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

*FCFOA Officer's Signature*

*Official's Signature*

Brett Hoffman, President FCFOA  
or Glendon Lattie, Vice-President FCFOA

Print Official's Name \_\_\_\_\_  
Date \_\_\_\_\_