

INDEPENDENT CONTRACTOR AGREEMENT – BASKETBALL OFFICIAL

THIS AGREEMENT shall be between Utah Basketball Officials Association (hereinafter “UBOA”) and _____ (hereinafter “the Independent Contractor”).

Now, therefore, the parties hereto agree as follows:

1. SERVICES - UBOA shall retain the Independent Contractor to provide the services of a basketball official, and the Independent Contractor shall provide such services to UBOA upon the terms and conditions hereinafter set forth.
2. TERM AND EXTENSION – This contract shall commence on the day last executed by a party and shall continue to and include December 31, 2023.
3. DUTIES – During the term of this contract, the Independent Contractor shall officiate basketball games in a manner consistent with the terms and conditions set forth herein.
 - A. Assignment of Games – Games to be officiated shall be assigned to the Independent Contractor according to procedures set forth by UBOA.
 - B. Training of new officials – Independent Contractor shall provide on-the-job training to new officials during youth games at the direction of UBOA.
 - C. Equipment – Independent Contractor shall provide all personal apparel and equipment necessary to officiate said games. Independent Contractor may purchase said apparel and equipment from UBOA (if available) or from third party sources. Equipment and apparel shall conform to standards promulgated by UBOA.
 - D. Certification – Independent Contractor shall maintain certification or accreditation from a nationally or state-wide recognized body which provides certification or accreditation of basketball officials and or UBOA. Independent Contractor shall produce proof of such certification or accreditation upon request of UBOA. Alternatively, Independent Contractor may undergo officiating training provided by UBOA in lieu of such certification or accreditation. UBOA may charge a reasonable fee for such training.
4. TIME REQUIREMENTS – The Independent Contractor shall devote during all games assigned by UBOA his/her time, energy, and skill to the duties of the services to be provided. Independent Contractor shall comply with all procedures implemented by UBOA to track and account for games officiated.
5. COMPENSATION – UBOA shall make weekly payment on Sundays by midnight for games officiated during the week to the Independent Contractor for the aggregate amount owed to the Independent Contractor for services provided under this contract. Fee per game is determined mutually between UBOA and Independent Contractor.
6. INDEMNIFICATION AND HOLD HARMLESS PROVISION – The Independent Contractor agrees to indemnify and hold harmless UBOA, its employees, agents, and assigns from any and all claims which may arise out of and in the course of the performance of the Contractor’s duties hereunder. Any and all claims for unemployment benefits and or claims for worker’s compensation benefits are hereby expressly waived by the Independent Contractor who agrees to maintain separate policies of liability, health, and accident insurance as may be necessary or required by UBOA in connection with performance of its duties herein.
7. RELATIONSHIP BETWEEN PARTIES –The Independent Contractor shall not be considered an employee of UBOA being entitled to participate in any plans, arrangements, or distributions by UBOA pertaining to or in connection with any insurance, pension, or similar benefits for their regular employees.
8. PROFESSIONAL RESPONSIBILITY – Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Independent Contractor in accordance with his/her independent and professional judgment.
9. ENTIRE AGREEMENT – The within Agreement shall be construed in accordance with Utah law and shall constitute the entire Agreement between the parties.

10. AGEREQUIREMENT–The Independent Contractor states and affirms that they are over eighteen (18) years of age and that they have the capacity to execute contracts. If under 18 years of age, Independent Contractor and parent/legal guardian must agree and sign.

UBOA:

Utah Basketball Officials Association 12180 S 300 E #638 Draper, Utah 84020

Independent Contractor:

Name: _____ Address: _____

City, State, Zip: _____ Telephone: _____

THIS AGREEMENT IS HEREBY EXECUTED AND MADE EFFECTIVE THE DATE LAST SIGNED BY A PARTY BELOW:

_____ / Parent Guardian _____

Utah Basketball Officials Association

Date: _____

Independent Contractor Signature

_____ / Parent/Guardian _____

Date: _____