

## **REFEREES, SCORE KEEPERS AND OFFICIALS AGREEMENT**

This Agreement (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Wellington, (hereinafter referred to as "Wellington") and \_\_\_\_\_, (hereinafter referred to as "Contractor") whose address is \_\_\_\_\_.

The Contractor is (check one):

- ☐ an individual or sole proprietor
- ☐ a corporation existing under the laws of \_\_\_\_\_
- ☐ a Limited Liability Company existing under the laws of \_\_\_\_\_
- ☐ a Partnership existing under the laws of \_\_\_\_\_
- ☐ a Limited Liability Partnership, existing under the laws of \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_ (corporation, LLC, partnership or LLP)

### **RECITALS:**

**WHEREAS**, Wellington is desirous of hiring the Contractor as an Independent Contractor to provide qualified umpires, referees, scorekeepers, and/or other sports officials on the terms and conditions more particularly provided for below, and;

**WHEREAS**, Contractor is desirous of being hired by Wellington as an Independent Contractor to provide qualified umpires, referees, scorekeepers, and/or other sports officials on the terms and conditions more particularly provided for below; and

**WHEREAS**, Contractor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services under this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge the parties agree as follows:

**(1) Recitals.** The above recitals are true and correct and are incorporated herein by reference.

**(2) Services.** The Contractor agrees to provide qualified umpires, referees, scorekeepers and/or other sports officials (hereinafter "Sports Officials") on an "as needed" basis, including,

\_\_\_\_\_ and in accordance with the following requirements:

- a. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with Wellington.
- b. All of the services required hereunder shall be performed by the Contractor's Sports Officials and under its supervision, and all Sports Officials engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

c. All Sports Officials, while on WELLINGTON's property, will comply with all WELLINGTON requirements governing conduct, safety, and security.

d. If a Sports Official fails to perform, as determined solely by WELLINGTON, Contractor agrees to promptly replace such Sports Official.

(hereinafter, "Services").

**(3) Relationship.** The parties agree and acknowledge that Contractor and its Sports Officials (collectively "Contractor") are independent contractors and are not employees or agents of Wellington for any purpose. The Services to be provided by Contractor are not typically considered an integral part of Wellington's normal governmental functions. Rather, the Services relate to non-governmental functions and are recreational in nature. The relationship between Wellington and Contractor is dependent on the programs offered by Wellington at any given time, and may be short-term or limited to a single program. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating any other business relationship, partnership, or joint venture or other type of relationship between Contractor and Wellington. In no event shall Contractor be considered an employee or agent of Wellington.

**(4) Manner of Performance.**

- a. Contractor warrants that it is fully skilled and experienced in the above described Services, and that Wellington shall rely upon it to perform the expected Services lawfully and in a manner consistent with the highest professional standards and ethical conduct.
- b. Contractor is responsible for the satisfactory performance of the above described Services.
- c. Contractor shall perform the above described Services without any additional training, direction, supervision, or control on Wellington's part, except that Wellington retains the right to specify from time to time the results to be achieved. Wellington also retains the right to confirm that the expected standards are met and results achieved, as well as to call to Contractor's attention and to direct correction of any deviation from the expected standards or results. This provision shall not be construed to prevent Wellington from providing training or direction for such parties performing Services hereunder.
- d. Wellington may approve or disapprove of the quality of Services provided by Contractor at its sole discretion.
- e. The qualifications of and Services to be provided on behalf of Wellington by Contractor under this Agreement are unique and may not be provided by any other individual or entity without prior written approval from Wellington, which approval may be withheld.

**(5) Facilities.** Wellington shall designate the time and place for Contractor's service(s).

**(6) Contractor's Additional Responsibilities.**

- a. Provide safe, professional, and positive refereeing and officiating to all participants of Wellington's programs contemplated by this Agreement.
- b. Insure that all rules and regulations of such game, activity or program are abided by during the course of such game, activity and or program.
- c. Inspect the field of play prior to the program, game or activity to insure that safety is met at all times. If any unsafe or hazardous conditions are found, immediately report the conditions to Wellington and postpone the program, game or activity until further direction from Wellington
- d. Ensure that the Contractor possess the proper training and equipment necessary to referee and officiate such program, game and/or activity.
- e. Immediately report all accidents or injuries to Wellington. A detailed accident report must be completed by Wellington staff with the assistance of contractor within 24 hours of the accident.
- f. Comply with Wellington's guidelines and directives as well as all applicable laws, rules, regulations, codes, ordinances, guidelines and directives whether state, federal or local.

**(7) Non-Exclusive Relationship.** Neither Contractor nor Wellington has an exclusive relationship with the other. Contractor is free to perform the above described Services for any other person or business, so long as this does not interfere with Contractor's satisfactory performance of Services for Wellington under this Agreement.

**(8) Compensation.** Wellington agrees to pay Contractor for performance of the above described Services on a per-program, game or activity basis, and not on any other basis as determined by Department fee schedule updated at the beginning of each fiscal year.

**(9) Expenses.** Contractor is responsible for all costs and expenses associated with performing Services under this Agreement.

**(10) Taxes.**

- a. Contractor is solely responsible for the reporting and payment of all pertinent federal, state, and or local self-employment or income taxes, licensing fees, or any other taxes or assessments levied by any governmental authorities on any earnings made as a result of Contractor's independent contractor relationship with Wellington.
- b. Contractor agrees to hold Wellington harmless for the payment of any and all pertinent federal, state, and or local self-employment or income taxes, or other assessments levied by any governmental authorities on any earnings made as a result of Contractor's independent contractor relationship with Wellington.

In the event (1) that any state or federal governmental agency or court determines

that the relationship between Wellington and Contractor is one of employment rather than contract, and (2) as a result of that determination, Wellington is required to pay social security or unemployment compensation taxes or any other taxes, or any penalty with respect to Contractor for any period of time prior to that determination, Contractor agrees to reimburse Wellington to the extent of any refund to Contractor of taxes previously paid by Contractor as a result of that determination.

**(11) Licenses.** Contractor warrants that it holds a federal employer identification number, unless he or she is a sole proprietor or individual who is not required to obtain a federal employer identification number under state or federal requirements.

**(12) Insurance.** Wellington is not liable for or responsible for the provision of worker's compensation or unemployment compensation insurance for the benefit of Contractor or any of Contractor's contractors, employees, or agents, if any. Further, to the extent required by Wellington's Risk Management Department, Contractor shall provide Wellington with copies of its General Liability Insurance, Professional Liability Insurance, Automobile Liability Insurance for hired and non-hired vehicles and such other insurance as is required by Wellington and with such deductibles as the Risk Management Department requires.

**(13) Indemnification.**

- a. Contractor understands and agrees that, with regard to Contractor's performance of any and all Services pursuant to this Agreement, Contractor assumes full responsibility for its compliance with all federal, state and local laws, rules, regulations, codes, directives, guidelines and ordinances which may govern or regulate such services, Contractor's status, and Contractor's employment relationship with others.
- b. Contractor agrees to indemnify and hold Wellington and its principals, officers, directors, partners, agents, affiliates, related entities, and employees harmless for and against any and all claims, suits, matters, causes of action and judgments brought against either Contractor, any of its Sports Officials, employees, agents, or anyone employed by the Contractor, or against Wellington, or for liabilities, attorneys fees, or costs incurred by either Contractor, any of its Sports Officials, employees, agents, or anyone employed by the Contractor, or incurred by Wellington, as a direct or indirect result of the parties' independent contractor relationship, whether under workers' compensation laws, or under any other federal, state, or local laws, rules, or regulations, codes ordinances, guidelines and or directives.

**(14) Background Investigation.**

- a. Contractor warrants and represents that none of its Sports Officials have previously been accused of, charged with, or convicted of any crimes or offenses involving sexual misconduct or improprieties, or other offenses involving other immoral or indecent behavior, or sexual crimes either in connection with work or off-duty non- work related matters.
- b. Contractor authorizes Wellington to investigate each Sports Official's criminal

background by obtaining an investigative criminal background report from the Florida Department of Law Enforcement. This provision, however, is not applicable to minors, as defined by Florida law.

- c. Contractor further understands that Wellington may contact its previous clients, and authorizes those clients to disclose to Wellington all information pertinent to its relationship with them.
- d. Before this Agreement shall become effective and Contractor shall be permitted to provide Services hereunder, Contractor must receive written confirmation from Wellington that each Sports Official's criminal background and reference information has been approved and that each Sports Official has been cleared to commence the program. Contractor represents that none of its Sports Officials has a criminal record or has been accused of a crime. If found to be untrue, Wellington shall immediately terminate this Agreement and Contractor agrees to the same.

**(15) Duration and Termination.** Either party may terminate this Agreement upon 15 days written notice. This Agreement is for no specific period or duration, other than the period within which it takes Contractor to complete the Services outlined in this Agreement. Upon termination of this Agreement, Contractor agrees to return all property belonging to Wellington, if any. Regardless of the foregoing, Wellington reserves the right to cancel this Agreement at any time and for any reason upon providing Contractor 24 hours written notice.

**(16) Disagreements and Disputes.** In the event that either Contractor or Wellington commences an action for damages, injunctive relief, or to enforce the provisions of this Agreement, and either party prevails in any such action, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and all costs incurred in connection therewith as determined by the court in any such action.

**(17) Construction and Severability.** Wellington and Contractor agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

**(18) Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Florida, and venue for any action enforcing the terms of this Agreement shall be Palm Beach County, Florida.

**(19) Entire Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Services by Contractor for

Wellington, and contains the entire understanding with respect to the rendering of such Services. No other statements, promises, representations, or agreements, whether oral or written, which are not contained in this Agreement are valid or binding, or have any affect on this Agreement. No modifications to this Agreement shall be effective unless such modifications are in writing and signed by both Contractor and an authorized representative of Wellington.

**(20) Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**(21) Assignment.** This Agreement may not be assigned without the consent of the non-assigning party. This Agreement is binding upon the parties hereto, their heirs, successors and or assigns.

**IN WITNESS WHEREOF,** both parties acknowledge and agree that they have read and fully understand the entire contents of this Agreement. The parties have had the opportunity to discuss the contents of the Agreement with each other and agree that entering into the Agreement is in their own best interests. As such, the parties have caused this Agreement to be executed on the date and year stated above.

SIGNATURE: \_\_\_\_\_  
Contractor

PRINT NAME: \_\_\_\_\_  
Contractor

PRINT TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
For Village of Wellington

ADDRESS: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ Contractor, on behalf of Contractor. He/she is  
personally known to me or has produced \_\_\_\_\_ as identification.

By: \_\_\_\_\_  
Notary Public  
My Commission Expires

**STATE OF FLORIDA**  
**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by  
\_\_\_\_\_, on behalf of the Village of Wellington. He/she is personally  
known to me or has produced \_\_\_\_\_ as identification.

By: \_\_\_\_\_  
Notary Public  
My Commission Expires