

South Whidbey Parks & Recreation District

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2021 UMPIRE CONTRACT

It is solely agreed between South Whidbey Parks & Recreation District, hereinafter referred to as "SWPRD", and the named official, hereinafter referred to as "umpire", which the parties agree to enter into this contract pursuant to the following terms and conditions.

- It is specifically understood that the umpire is not an employee of SWPRD, and the umpire agrees to serve as an independent contractor. The term of this agreement is for one calendar year. The specific year covered is the 2021 year only.
- A decision as to future contracts, if any, shall rest solely at the discretion of SWPRD. In no event shall either party extend the terms of this agreement beyond the 2021 calendar year.
- The umpire has completed a physical examination by a qualified physician within 6 months prior to the date of this agreement, assuring that the umpire's health is such that the umpire can safely take part in the rigors of officiating. Evidence of such physical examination shall be submitted to SWPRD upon request. The umpire further agrees to keep in a condition fit to perform the duties of an umpire throughout term of this agreement and shall promptly notify SWPRD if, at any time, his condition, for any reason, is below normal standards.
- The umpire understands that he is personally responsible for medical expenses, including without limitation: hospital charges, physician fees, therapist fees, ambulance fees and the cost of any and all medications that may be incurred by him as a result of any assignment. The umpire further understands that the medical insurance coverage must be in place to benefit the umpire if needed.
- The agreed compensation for services rendered by the umpire to SWPRD shall be \$35 per game.
- The umpire agrees that any assignment is subject to cancellation by SWPRD when it deems, in its sole discretion, such cancellation to be in the best interest of the umpire, SWPRD, or any affiliated league.
- The umpire shall complete Form W-9 and submit his social security number to SWPRD prior to the start of the 2021 season, for the purpose of reporting income to the IRS.
- The umpire agrees to hold harmless and indemnify South Whidbey Parks and Recreation District, its board of commissioners, and affiliated leagues from any and all liability for injuries, proximately caused to any person or property solely due to neglect or intentional act or omission of the umpire arising out of the umpires assignment to act as an umpire at any athletic contest, pre-season practice game or event assigned by SWPRD. The umpire understands and is aware that SWPRD does not provide workers compensation insurance to the umpire as the umpire is not an employee of SWPRD, but is an independent contractor. The umpire is responsible for any insurance coverage deemed necessary by the umpire himself.
- The umpire agrees to be present and available 15 minutes prior to the start of any game.
- The umpire agrees that at no time before or during any assignment to consume any alcohol, marijuana, or illegal drugs. Any violation of this clause shall result in immediate termination of this contract.
- If the umpire misses a game or arrives 15 minutes or later after the scheduled start time, he will be penalized one game fee. If the umpire is late to a game he will be fined one half of that game fee. If the umpire cancels assignment with less than 48 hours' notice he will also be fined one half of that game fee.
- Any umpire that fails to report a violation of the SWPRD drug and alcohol provision of the contract may be liable to sanctions to be determined by SWPRD.
- If, at any time during the affective period of this agreement, the umpire fails to abide by the terms and conditions set forth and agree to herein, said failure shall give SWPRD in its sole discretion, clause to terminate the contract immediately.

- If the umpire or SWPRD wishes to terminate this agreement without cause, either party may do so on 30 days written notice to the other party.
- The umpire agrees to provide their own gear, safety equipment and uniforms. The umpire is also responsible for their own training and keeping apprised of current rules.
- COVID-19 precautions: Umpires must adhere to all safety protocols as outlined in the SWPRD Adult Coed Softball Handbook. Additionally, umpires are responsible for keeping themselves updated on all local, state and federal guidelines and requirements and implementing them as necessary. Even with safety measures, there is a risk that umpires may contract COVID-19.
- In the event of setbacks due to COVID-19, games may be postponed and/or cancelled. Attempts will be made to reschedule if possible.
- It is understood that participating in this activity involves an element of risk and a danger of accidents, and knowing those risks, the umpire assumes those risks.
- This writing comprises the entire agreement between SWPRD and the umpire and may not be amended or changed in any matter except in writing and executed by both parties. Should court or legal decision hold any provisions of this agreement invalid, all other provisions shall continue in full force.

Umpires are compensated for their services and are required to submit a completed W-9 form prior to being paid. Any umpire who receives payment of \$600 or more in a calendar year will receive a 1099 form from the District for income tax purposes. NOTE: SWPRD does not withhold taxes from umpire's compensation and the individual is solely responsible for any tax liability that may be incurred.

This agreement is effective when signed by both parties as indicated below.

SWPRD Representative

UMPIRE

Name (please print) Date

Name (please print) Date

Signature Date

Signature of Umpire Date

Revised: April 23, 2021