

Independent Contractor Agreement

1. **DESCRIPTION OF WORK:** The services to be performed of the Official shall be providing basketball officiating to schools. Such services shall be provided in accordance with the rules and guidelines established by the National Federation of State High School Associations, the Oregon School Activities (OSAA) and the Association.
2. **PAYMENT FOR SERVICES:** The schools to which the Official is assigned will pay the amount due the Official, to the Association. The Association will deliver the amount paid, less any fee due the Association for assigning the game. The Association will not withhold any amount for Social Security, taxes, workers compensation or unemployment compensation. The Official agrees to report such amounts received and pay all taxes, fees and other charges required by federal, state and/or local governments.
3. **RELATIONSHIP OF THE PARTIES:** The Official is an independent contractor and is not, and shall not be deemed to be an employee, agent or servant of the Association. The Association shall not provide any benefits to the Official including, but not limited to, workers compensation insurance or unemployment insurance. The Official shall be solely and entirely responsible for his or her acts during the performance of this agreement. Despite being an independent contractor, the services contemplated by the Official must meet the approval of the Association and are subject to the Association's general right of supervision to secure the satisfactory completion thereof. The Official agrees to comply with all federal, state and municipal laws, rules and regulations that are now or may be in the future applicable to the Official.
4. **LIABILITY FOR LOSS:** The Association, it's officers, directors, executive committee or other authorized representatives shall not be responsible or held liable for injury or damage to persons or property resulting from rendering of service by the Official.
5. **INSURANCE AND INDEMNIFICATION:** The services performed under this agreement shall be performed entirely at the official's risk, and the Official assumes all responsibility for the condition of his/her equipment, vehicle or tools used in performance of this Agreement. The Official will carry, for the duration of this Agreement, medical insurance, liability insurance, and necessary automobile insurance as required by Oregon Law for any vehicle used by the Official in driving to any assignment.
6. **WORKERS COMPENSATION INSURANCE:** If applicable or appropriate, the Official agrees to maintain, at the Official's sole expense, workers compensation insurance to fully protect both the Official and the Association from any and all claims or deaths arising from the performance of this Agreement. Official hereby declares that he/she or his/her family shall be exempt from receiving, and not be entitled to, workers compensation benefits for injury, sickness or death resulting from Officials's participation pursuant to this agreement. Official is responsible for providing any such insurance coverage deemed necessary for official and his/her family.