

**LINCOLN-WAY OFFICIALS ASSOCIATION
P.O. BOX 553
NEW LENOX, IL 60451-1664**

INDEPENDENT CONTRACTOR'S AGREEMENT

This Agreement entered into this _____ day of _____ 20 ____ by and between the, Lincoln-Way Officials Association an Illinois not-for-profit corporation (the Association) and _____ (the Official).

RECITALS

Whereas, the Association is engaged in providing independent contractors to serve as officials for sporting events in the State of Illinois; and

Whereas, the Association desires, from time to time, to utilize the expertise and services of the Official as an independent contractor; and

Whereas, the Official seeks to be engaged as an independent contractor to officiate various sporting events in the State of Illinois;

THEREFORE, in consideration of the mutual premises set forth below, the parties agree as follows:

1. **Services Provided:** The Official shall provide satisfactory officiating services for events requested by the Association and agreed to by the Official. If an Official agrees to officiate a particular event, but subsequently becomes unable to fulfill an obligation, the Official must notify the proper Association representative not later than two hours prior to the event. An Official may decline officiating requests by the Association and the Official is thereby free to choose his/her own hours, location, and particular events. This Agreement is nonexclusive and the Official has the right to perform services for others during the term of the Agreement.
2. **Compensation:** for services provided by the Official, the Association shall pay the Official the game fee as stated in the contract between the Association and the Contracted League.
3. **Term:** The term of the Agreement is one (1) year from the date listed above; provided however, that it shall be automatically renewed for one year periods unless either party shall have notified the other of its intention not to renew at least 30 days in advance.
4. **Independent Contractor Relationship:** the Official is retained by the Association only for the purposes and to the extent set forth in this Agreement and the Official's relationship with the Association during the period of this Agreement is that of an independent contractor. The Official shall not be considered to be the agent, master or servant of the Association for any purpose and does not have any general authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the Association. The Official shall not be considered as having employee status or as being entitled to any benefits which would accrue if the Official were an employee of the Association.
5. **Non-withholding of Taxes:** The Official accepts full and complete responsibility for filing all tax returns and paying all taxes which may be required or due for payments received from the Association under the terms of this Agreement. The Official expressly bears all risk of loss and remains liable for any consequences resulting from the Association's non-withholding of taxes from compensation; and the Official shall indemnify the Association for any tax liability including interest, penalties and attorney's fees, if any, assessed against the Association as a result thereof.

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6. **Training:** The Official understands that he/she is, and will continue to be at all times, a fully trained official and is in no need of any training by the Association. Notwithstanding the Official's independent contractor obligation to remain fully trained at all times, the Association may periodically offer various clinics to the Officials. Attendance by the Official at such clinics is expected.
7. **Equipment:** the Official shall furnish all equipment, materials and transportation necessary to perform the services under the terms and conditions of this Agreement.
8. **Expenses:** the Official agrees to be fully responsible for all expenses incurred, including travel expenses, while completing performance in accordance with the terms of this Agreement.
9. **Termination:** Because the Official is an independent contractor and not an employee, the Association has no right to discharge the Official at will. Similarly, the Official has no right to terminate his relationship with the Association at will. However, each party is fully responsible for the performance of services in accordance with the terms and conditions of the Agreement and the absence of any right to discharge or terminate at will in no way limits either party's right to performance under this Agreement.
10. **Laws Governing:** This Agreement shall in all respects be governed by the laws of the State of Illinois.
11. **Miscellaneous:** This Agreement shall be binding upon the parties and their respective successors and assignors. No modification, renewal, extension or waiver of this Agreement shall be binding upon either party, unless made in writing and signed by each party by a person duly authorized. This Agreement constitutes the full, complete and entire Agreement between the Official and the Association, and supersedes all prior understandings, agreement or arrangements between the parties with respect to the subject matter of this Agreement.

Applicant Printed Name

Applicant Signature

Date

Parent/Guardian Signature (if under 18)

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