

Central Florida Ice Hockey Officials Association, Inc.

Independent Contractor Agreement

This independent contractor agreements made by and between Central Florida Ice Hockey Officials Association, Inc., a Florida corporation, hereinafter referred to as "CFIHOA", and _____ hereinafter referred to as "Independent Contractor".

In consideration of CFIHOA placing an Independent Contractor on its roster of officials to officiate games with CFIHOA and CFIHOA affiliate institutions, the above named individual certifies that he/she has voluntarily has joined CFIHOA in order to receive game assignments to officiate ice hockey contests contracted by CFIHOA and shall make himself/herself available to CFIHOA to provide said services until this agreement is revoked by either party.

The parties agree and acknowledge that the relationship between CFIHOA and the Independent Contractor pursuant to this agreement shall be as an Independent Contractor and not as employer-employee. The Independent Contractor acknowledges that he/she is assuming all risk of injury while serving as an official pursuant to this agreement. The Independent Contractor acknowledges that contest fees collected by CFIHOA on behalf of the Independent Contractor and subsequently remitted to the Independent Contractor, CFIHOA or any CFIHOA affiliate institution will not deduct or withhold any taxes unless required by law or court order, and that all payments will be subject to reporting to the Internal Revenue Service and other taxing authorities by appropriate forms. Independent contractor acknowledges that CFIHOA may deduct dues, fines, assessments and other voluntary contributions so indicated by the Independent Contractor from contest fees due to the Independent Contractor.

The Independent Contractor shall not, under any circumstances have any authority to act for or to bind CFIHOA or to sign the name of CFIHOA or to otherwise represent CFIHOA is in anyway responsible for his/her acts or omissions. The Independent Contractor shall not have any authority to create any contract or obligation, expressed or implied, on behalf of, in the name of or binding upon CFIHOA.

The Independent Contractor acknowledges that he/she will have access to sensitive contractual information regarding CFIHOA and that he/she will not disclose it, in any manner, or use it at any time for any purpose not directly involving CFIHOA business.

The Independent Contractor agrees to hold harmless , defend and indemnify CFIHOA, its officers, Board of Directors , committee members and CFIHOA customers from and against all liabilities ,claims and lawsuits arising out of or related to the Independent Contractors errors or acts of omission related to the Independent Contractor providing officiating services to the institutions pursuant to the agreement. The Independent Contractor agrees to hold harmless and indemnify CFIHOA , its officers, Board of Directors, committee members and its customers from any and all injuries or damages suffered by the Independent Contractor unless such injury or damage is caused solely by the willful misconduct or gross negligence of CFIHOA, its officers, Board of Directors , committee members or customers.

The Independent Contractor acknowledges and understands that he/she is responsible to officiate all assigned and accepted games from the rink scheduler. Any contests accepted outside of CFIHOA and its rink schedulers will be done at the risk of the Independent Contractor. CFIHOA will hold no responsibility to collect contest fees and remit payment to Independent Contractor for contests outside of CFIHOA scheduling boundaries. CFIHOA does not obligate the rink schedulers to offer or guarantee a minimum number of contest assignments or a certain level to officiate in any time period. CFIHOA will assign contests based on availability and level of official to contest when possible.

The Independent Contractor acknowledges that he/she can obtain a copy of the CFIHOA By-laws and Constitution either from the Board of Directors or from the CFIHOA website. The By-laws address our CFIHOA mission statement and policies and procedures for officials in CFIHOA.

The Independent Contractor may terminate this agreement upon written notice to CFIHOA. Upon the termination of this agreement for whatever reason : (a) all obligations of the parties hereunder shall cease; (b) CFIHOA shall pay the Independent Contractor all contest fees due up to date of termination (minus outstanding dues, fines and assessments); and (c) and the Independent Contractor shall return all CFIHOA documents and property to an authorized CFIHOA representative.

The obligation of the Independent Contractor to not disclose or use any sensitive contractual information regarding CFIHOA for an entity other than CFIHOA shall survive the termination of this agreement.

This agreement may be executed in several counterparts, each of which shall be deemed an original. Such counterparts shall together constitute one and the same agreement.

This agreement cannot be assigned by either party without the other parties written consent, except in connection with a merger, reorganization, or sale of substantial CFIHOA assets.

The provisions of this agreement shall be binding upon the parties and the respective heirs, executors, administrators, successors and assigns. The failure of the party to enforce this agreement shall not be construed as a waiver of any provision or right of such party thereafter to enforce each and every provision of this agreement.

This agreement shall be governed and construed in accordance with the laws of the State of Florida. The Independent Contractor certifies that as a part of his/her duties under this agreement, he/she will:

- • Provide CFIHOA with a completed W-9 form
- • Cooperate with CFIHOA Board of Directors when so requested and provide answers to inquires within 5 days of the request.

- • Act in a professional manner in accordance with USA Hockey code of conduct, CFIHOA By-Laws and Constitution.
- • Pay all dues, assessments and fines on or before date described.
- • Must provide CFIHOA with at least one working phone number.
- • Must provide CFIHOA with at least one e-mail address.

Any notice or other communication under this agreement shall be considered given when delivered in written form either by U.S. mail or by e-mail or text.

This agreement constitutes the entire agreement between CFIHOA and the Independent Contractor. There are no other promises or conditions of any other agreement, whether oral or written, unless they are attached to this agreement. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law finds any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced under those limitations.

_____ (Independent Contractor's Printed Name)
_____ (Independent Contractor's Signature)
_____ (CFIHOA Representative Signature)
_____ (Street address)
_____ (City, State, Zip Code)
_____ (Date)

_____ (E-mail Address)

Parent/Guardian please complete section below if above official is under the age of 18

I, _____, acknowledge the fact that my child has received and read a copy of CFIHOA By- laws and Constitution that is available on our website. I have read the documents and agree to support my child's efforts to be an active member of CFIHOA.

_____ (Parent/Guardian Signature) _____ (Date)