

## INDEPENDENT REFEREE AGREEMENT

- 1) The Parties agree that prior to entering into this agreement, Referee has met the minimum qualifications to receive game assignments from Club.
- 2) The Parties agree that Referee enters this agreement in furtherance of his/her pursuit of providing Referee Services as a vocation or avocation.
- 3) The Parties agree that their operations are separate and distinct, and not combined in any way. The relationship between the Parties consists of the provision of referee services from one business to another in exchange for a fee.
- 4) The Parties agree that Referee is an independent Contractor and is not an employee of the Club. Referee shall be paid at the rate stated on the Club website for the age and level of game assigned by the referee assignor. Payment shall be made monthly.
- 5) Referee is not required to provide services exclusively to the Club, and may provide services to other youth athletic organizations, soccer leagues or other organizations; and Referee may provide private training.
- 6) Referee shall be responsible for all of Referee's business and professional expenses of performing the Referee Services, including clothing, equipment, phone, email, and text messaging, postage, office equipment, office supplies and tax services. Club will not be responsible for Referee's membership fees in any association.
- 7) Referee does not report to work or have an office at the Club's offices.
- 8) Referee is free to deliver services according to the means, manner, and method chosen by the Referee, subject to the requirements of any law or governmental agency; the laws of the game, US Soccer Federation or any governing boards; and to the terms and conditions set forth in this Agreement. Club does not oversee the actual work, training or instruct the Referee on the means or methods of performing the work.
- 9) Club may offer optional certification(s) and training to assist the Referee to advance in the field of refereeing or to increase the Referee's knowledge or skills. Such training is voluntary and Referee is not obligated to participate.
- 10) Referee acknowledges that Referee is subject to the following requirements and regulations imposed upon the Club and any Referee similarly situated to the undersigned: FIFA, USSF, CSA, and other international, national, state and local soccer governing bodies' laws, regulations and bylaws. Referee also agrees that Referee is subject to game and tournament schedules and regulations, including those set by the Colorado Soccer Association, U.S. Soccer Federation and the U.S. Olympic Committee or other similar soccer governing entities; any criminal history and background check requirements of governmental and organizational associations; the Club safety and security rules; and the USSF or other referee governing entities' Code of Conduct.
- 11) Club does not control or determine the time for performance of the Referee Services, outside of scheduling game times. However, Club will facilitate and coordinate field, games and other information and arrangements for the benefit of Referee. Referee has sole responsibility for determining the appropriate clothing Referee will wear or use to perform the services agreed to pursuant to this Contract.
- 12) Club will pay Referee a sum certain for Referee Services upon terms and conditions specified below. Referee will not be paid a salary or hourly wage.
- 13) All direct payments hereunder by the Club are to be made to Referee's trade, business or individual name as specified by Referee.

14) Referee is not entitled to and Club will not provide Referee any health insurance, retirement benefits, vacation, or sick leave, or any other benefit typical of an employer-employee relationship.

15) Each party has the right to terminate this Agreement at any time during its Term (defined below) for failure to provide the Referee Services or any breach of any term or condition of this Agreement.

16) Club has the right to terminate this Contract for breach by the Referee, including for conduct in violation of state criminal law. Club may also terminate this Contract for convenience, but if termination is for convenience, then Club must pay all profit to which Referee would have been entitled under this Contract.

17) This agreement can be amended only by a written document signed by the authorized representative of Club and Referee.

18) This agreement replaces and supersedes all previous and written agreements and understandings on the subjects herein. This Agreement applies to each team, game, tournament, clinic, training and other soccer coaching assignment made to Referee by Club.

**DISCLOSURES: (READ CAREFULLY)**

**REFEREE IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF CLUB.**

**REFEREE IS NOT ENTITLED TO WORKERS' COMPENSATION INSURANCE OR BENEFITS IN CONNECTION WITH THE REFEREE SERVICES PERFORMED UNDER THIS AGREEMENT.**

**REFEREE IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX DUE ON ANY MONEYS PAID UNDER THIS AGREEMENT AND CLUB WILL NOT WITHHOLD ANY AMOUNTS FROM PAYMENTS TO REFEREE FOR PURPOSES OF SATISFYING REFEREE'S INCOME TAX LIABILITY.**

**REFEREE IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS FOR SERVICES PROVIDED UNDER THIS AGREEMENT, UNLESS SUCH UNEMPLOYMENT INSURANCE COVERAGE IS PROVIDED BY REFEREE OR AN ENTITY OTHER THAN CLUB. CLUB HAS NO OBLIGATION TO PAY UNEMPLOYMENT TAX OR BENEFITS ON BEHALF OF REFEREE. CLUB IS A TAX EXEMPT, NONPROFIT YOUTH SPORTS ORGANIZATION UNDER COLORADO'S WORKERS' COMPENSATION LAW.**

Read and approved \_\_\_\_\_ (Date)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SSN: \_\_\_\_\_

Signatures:

By: \_\_\_\_\_  
(FCSC / Arsenal Colorado)

\_\_\_\_\_  
(Referee)