

NORTHERN CALIFORNIA UMPIRES ASSOCIATION
P.O. BOX 591715
SAN FRANCISCO, CA. 94159

STANDARD UMPIRE AGREEMENT

Umpire's Name: _____
(Please Print) (Last) (First) (Middle)

Address: _____ **Apt. #:** _____ **City:** _____
number street

State: Ca. **Zip Code:** _____ **Social Security Number:** _____ - _____ - _____

Phone: home: (_____) _____ - _____ **work:** (_____) _____ - _____
area code area code

cell: (_____) _____ - _____ **pager:** (_____) _____ - _____
area code area code

The purpose of this letter is to set forth our agreement with respect to the terms and conditions upon which you agree to perform duties of an umpire, hereinafter known as "I" or "me", operating as independent contractor with the Northern California Umpires Association, hereinafter known as "the Association or "NCUA".

1. Effective as of the date of execution of this agreement, I will be engaged by NCUA as an umpire with the appropriate applicant or member status, and serving in the capacity of an independently contracted baseball and/or softball umpire.
2. In each capacity, I agree to abide by the regulations and policies of the Northern California Umpires Association's Constitution & By-Laws.
3. I agree to work cooperatively with all umpires of the Association. I further agree to work cooperatively with the officers and board members of NCUA.
4. I agree to accept assignments for work as established by the appropriate Assigning Secretary only after I have beforehand declared to said Assigning Secretary my specific availability for assignments. I alone will determine and report my availability to umpire.
5. I agree to accept on a best efforts basis all assignments regardless of level of play.
6. I agree to report changes of address and phone number(s) in a timely fashion to the Secretary of NCUA. Without such timely information, I realize it is impossible for NCUA to mail checks and other matter to associated umpires.
7. I agree to maintain an active status as an umpire of this Association. In the event I wish to take an extended leave of absence, I may do so with the properly delivered written notice to this Association. This is to be done in accordance with the Northern California Umpires Association's Constitution & By-Laws. It is further agreed that if I have no fulfilled assignments in a one year period and have not submitted the aforementioned notice, this shall constitute my de facto resignation from this Association.

8. I agree that cancellation of an assignment by the accepting umpire will be done with proper notice to the appropriate Assigning Secretary and a replacement umpire will be acquired by the umpire having accepted the assignment originally (me). Replacement umpires will be made on a best efforts basis, from a pool of umpires generally accepted to be at the same level, or higher, as the umpire originally assigned. NCUA reserves the right to charge an assignment fee and/or penalty, as established by the Board, to any umpire canceling an assignment whereby the Assigning Secretary has had to re-assign the game(s).
9. I agree to be responsible for procurement of the appropriate and required uniform(s) and equipment necessary for the completion of my duties in completing the assignment(s). Also, I will be responsible for the cleanliness, repair, maintenance and eventual replacement of said uniforms and equipment.
10. I agree to provide personal liability coverage equal to the existing coverage of the *Amateur Softball Association* and/or the *Bollinger Sports Officials Insurance Plan*. In absence of such personal policy, I agree to join the aforementioned Association(s) to avail myself of the coverage(s) provided therein. All associated softball umpires must be registered with the *Amateur Softball Association*. All associated baseball umpires must be registered with the *Bollinger Sports Officials Insurance Plan*.
11. It is agreed that NCUA will not provide me or any other umpires of this Association with medical insurance. All health issues are mine alone. When I declare my availability, and thereby request assignments, I am certifying I am prepared to carry out any and all assignments as such and release NCUA from responsibility as it may relate to my personal health issues.
12. I agree as an umpire of this Association that I will generally not be supervised, but may from time to time be evaluated by other fellow umpires of this Association.
13. In consideration for my services rendered as an umpire of the NCUA, the Association will on a regular basis, and in accordance with the contracts established between the contractor of the league(s) and this association, forward my earned game fees less any dues, fees, debts and fines due the Association. A fee schedule will be made by the Board in accordance with the Northern California Umpires Association's Constitution & By-Laws. In accepting any assignment given by this Association, I will also be accepting the level of fees as established by the Association.
14. It is agreed and understood that there are no employees of this Association. The Association is solely comprised of independent contractors. No taxes are withheld. No State Disability Insurance and no State Unemployment Insurance premiums are deducted. I am not entitled to any such benefits resulting from work done through NCUA. It is further agreed that I will fully and properly disclose all income paid through this Association and reconcile such on the appropriate tax returns filed by me as may be required.
15. I understand NCUA may report all income earned by me through my association with NCUA to the proper taxing authority.
16. I agree that all income records of this Association are to be held in confidence. The officers and board members are free to use such records for the general business purposes of the Association. Only with my individual approval, may these records be released to any person, enterprise or authority. I hereby agree that this Association is free to release any specific required information as a result of any properly served bona fide subpoena of any court or governmental authority.
17. This agreement will continue until properly terminated, specifically in accordance with the Northern California Umpires Association's Constitution & By-Laws, by the NCUA. I am free to terminate this agreement at will, but in writing and properly delivered to this Association.

18. Any Controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled through the recognized due process procedure as practiced and stated in the Northern California Umpires Association's Constitution and By-Laws.
19. I do hereby irrevocably covenant, promise and agree to indemnify the Northern California Umpires Association, its officers and board members, as well as its individual members and hold them harmless from and against any and all losses, claims, expenses, suits, costs, demands, damages or liabilities, joint or several, of whatever kind or nature which they may sustain or to which they may become subject arising out of or relating in any way to the performance of my duties in training, meetings, or in assignment as an umpire of this Association, including without limitation in each case attorney's fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.

If the foregoing accurately contains the terms and conditions of our agreement, kindly execute this agreement where indicated and return a copy of it to the undersigned.

Very Truly Yours,

NORTHERN CALIFORNIA UMPIRES ASSOCIATION

BY: _____
(Signature and Title of Officer)

ACCEPTED: _____
(Print Umpire's Name) (Signature of Umpire)

DATE ACCEPTED: _____