

Professional Services Contract - Game Officials -Track & Field 2008

This contract is between the **Catholic Youth Organization**, hereinafter called CYO, is a non-profit corporation incorporated in the State of Oregon and _____ hereinafter called Contractor. CYO and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

Section 1. Purpose and Standard of Services

- 1.1 This contract sets forth the responsibilities and clarifies the relationship between CYO and the Contractor.
- 1.2 Services performed by Contractor shall be performed in comparable manner and with the same degree of care, skill, competency, and knowledge as other officials in the same community as Contractor.

Section 2. Considerations

- 2.1 Contractor shall perform sport officiating services, in consideration for which CYO agrees to pay for the services in the manner as further described in this contract.
- 2.2 Contractors level of pay is \$8.00/hr per hour per meet. **(To be filled out by CYO)**
- 2.2.1 Contractor may be evaluated by the CYO Officials Director to receive a higher rate of pay during the term of this contract.
- 2.3 The payment terms are once (1) per month after invoice approval by the CYO Administrator.

Section 3. Contract Term

- 3.1 The effective date is : March 15, 2008, or upon final signature, whichever is later.
- 3.2 The expiration date is the conclusion of the CYO sport season identified in **Addendum A.**

Section 4. Contract Terms and Conditions

- 4.1 **Subcontracts and Assignment.** Contractor **may not** enter into subcontracts for the work required by this contract.
- 4.2 **Third Party Beneficiaries.** CYO and Contractor are the only parties to this contract.
- 4.3 **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the CYO Contract Administrator and the Contractor and served in the following manner: a) deposited in the U.S. Mail under certified or registered handling, postage prepaid.
- 4.4 **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon. The prevailing party in a claim shall be entitled to reasonable attorney fees and costs as awarded by the court, including any appeal.
- 4.5 **Remedies Cumulative.** All rights and remedies of CYO and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of CYO according to law.
- 4.6 **Severability/Waiver.** CYO and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
- 4.7 **Independent Contractor.**
 - 4.7.1 Contractor shall perform the work required by this contract as an "Independent Contractor." Although CYO reserves the right to determine the schedule for the work to be performed and to evaluate the quality of the completed performance, CYO cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by CYO relating to the emphasis or relative emphasis to be placed on various aspects of the work or with such other matters pertaining to the work under this contract. Contractor is responsible to officiate to the current *National Federation Rule Book* and the *CYO Sports Manual*.
 - 4.7.2 Contractor represents and warrants that Contractor is not an employee of CYO and meets the specific independent Contractor standards of ORS 670.600 and is not an "officer", "employee", or "agent" of CYO, as those terms are used in ORS 30.260 et. Seq.
 - 4.7.3 Contractor shall be free to perform officiating duties for other organizations, leagues, and teams and shall not be under direct control, supervision or employment of the CYO.
 - 4.7.4 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract.
- 4.8 **Indemnification.** Contractor shall hold harmless, indemnify, and defend CYO, its Board of Directors, employees, and agents for any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney(s) fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this contract.
- 4.9 **Termination.** This contract may be terminated by either party with or without cause with (3) days notice.
 - 4.9.1 Upon receiving a notice of termination issued by CYO, Contractor shall immediately cease all activities under this contract unless expressly directed otherwise by CYO in the notice of termination.
 - 4.9.2 If this contract is terminated, CYO shall be liable only for payment in accordance with the terms of the contract for services satisfactorily rendered prior to the effective date of termination.
 - 4.9.3 Upon termination, Contractor shall deliver to CYO all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.
- 4.10 **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract.
- 4.11 **Force Majeure.** Neither CYO nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, CYO's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
- 4.12 **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract.
- 4.13 **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
- 4.14 **Warranties.** Contractor represents and warrants to CYO that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
- 4.15 **Insurance.** Contractor must provide his/her own medical accident insurance. Contractor agrees that CYO is not responsible for workman's compensation claims. **(Company/Group Name & Number)**
- 4.16 **Amendment.** This contract may only be amended by a written amendment signed by both parties.
- 4.17 **Whole Contract.** This contract constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and subsides all prior agreements or proposals, oral or written, and all the communication between the parties relating to the subject matter of this contract.

Section 5 Contract Administrators:

5.1 The following shall be the designated Contract Administrators for the parties of this contract.

Catholic Youth Organization
825 N.E. 20th Avenue Suite 120
Portland, OR 97232
Telephone: (503)-231-9484
Fax: (503) 231-9531

Contractor: _____
Address: _____
City _____ State _____ Zip Code: _____
Home Phone : _____ Cell: _____
Work Phone: _____
Social Security No. _____ - _____ - _____
Birth date : _____
MM DD YR

Contract will be returned unless filled out in full. Social Security Number is required for payment to official.

Section 6 - Signatures:

6.1 Contractor: By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Signature Date

Name(Printed) Parent/Guardian Signature if Contractor is under 18.

CYO:

Signature of Executive Director
Sister Krista von Borstel Date

Addendum A. CYO Track & Field

- 1. Scheduling:
 - A. Contractor shall submit a signed schedule indicating available dates, (form available from CYO).
 - B. CYO makes no guarantee to the number of events contractor shall work or to the location of the work.
 - C. Contractor must notify CYO forty-eight (48) in advance if Contractor is unable to fulfill duties of any assigned meet.
 - 1) Should Contractor fail to notify CYO he shall receive a reduction in future payments of four (4) hours.
 - D. CYO may change or adjust the schedule from time to time. The contractor must immediately notify CYO of any conflicts.
- 2. Uniform
 - A. Contractor shall be dressed accordingly (**Mandatory 2008**)
 - 1) CYO issued shirt, issued at first meet worked
 - 2) Khaki pants
- 3. Sport Season
 - A. Begins **March 15, 2008** and ends **May 18, 2008**
 - B. Developmental Meets April 12, 19, 26, May 3
 - C. Championships May 10, 17, 18