

# FORT COLLINS SOCCER CLUB

PO BOX 271842 \* FORT COLLINS, COLORADO 80527-1842 \* (970) 226-4253

## INDEPENDENT CONTRACTOR AGREEMENT - OFFICIAL

This Agreement is made between The Fort Collins Soccer Club (the "Club") with a mailing address of P.O. Box 271842, Fort Collins, CO 80527-1842 and

\_\_\_\_\_ (Official), \_\_\_\_\_ (Social Security Number)

with a principal place of business at : \_\_\_\_\_  
ADDRESS

CITY

STATE

ZIP

This Agreement will become effective on January 1, 2010, and will end no later than December 31, 2010.

***I hereby certify that I have read or had read to me the Independent Contractor Agreement – Official and that I fully understand and knowingly and voluntarily agree to the terms thereof.***

Official

Date

Fort Collins Soccer Club

Date

**Services to Be Performed.** The Official shall perform the duties in his/her capacity as referee, assistant referee or linesman as described by the Federation of International Football Associations Laws of the Game and as modified by the United States Soccer Association, United States Youth Soccer Association, Colorado Amateur Soccer Association, Colorado State Youth Soccer Association and the Fort Collins Soccer Club.

**Payment.** In consideration for the services to be performed by Official, the Club agrees to pay on the basis of a contract rate per game, rather than a salary or hourly rate.

**Terms of Payment.** Upon completing Official's services under this Agreement, Official shall submit a game report. The "Club" office shall make payment within a reasonable time after receiving Official's game report.

**Expenses.** Official shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employees or contract personnel the Official hires to complete the work under this Agreement.

**Independent Contractor Status.** Official is an independent contractor, not a Club employee. Official and the Club agree to the following rights consistent with an independent contractor relationship.

- Official has the right to perform services for others during the term of this Agreement.
- Official has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Official will furnish all equipment and materials used to provide the services required by this Agreement.
- The Official shall perform the services required by this Agreement.
- Official shall not receive any training from the Club in the skills necessary to perform the services required by this Agreement.
- The Club shall not require Official to devote full time to performing the services required by this Agreement.
- This Agreement does not create a partnership relationship. Official does not have the authority to enter into contracts on the Club's behalf.

**Business Permits, Certificates and Licenses.** Official has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

**Taxes and Workers Compensation.** The Club will not:

- withhold FICA (Social Security and Medicare taxes) from Official's payment or make FICA payments on Official's behalf,
- make state or federal unemployment compensation contributions on Official's behalf, or
- withhold state or federal income tax from Contractor's payments.

Official shall pay all taxes incurred while performing services under this Agreement — including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide The Club with proof that such payments have been made.

**OFFICIAL IS NOT ENTITLED TO WORKERS COMPENSATION BENEFITS AND OFFICIAL IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAXES ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT.**

**Fringe Benefits.** Official understands that Official is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the Club.

**Unemployment Compensation.** The Club shall make no state or federal unemployment compensation payments on behalf of Official. Official will not be entitled to these benefits in connection with work performed under this Agreement.

**Terminating the Agreement.** Either party may terminate this Agreement any time by giving five days written notice to the other party of the intent to terminate.

**Exclusive Agreement.** This is the entire Agreement between Official and the Club.

**Severability.** If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

**Applicable Law.** This Agreement will be governed by the laws of the state of Colorado.

**Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement;
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; or
- when sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

**Assignment.** Official may not assign or subcontract any rights or obligations under this Agreement without the Club's prior written approval.

**If Agreement is Faxed:** Official and the Club agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Signatures by facsimile shall have the same effect as original signatures.