

MEMBER SERVICES AGREEMENT
Between
TBOA TACOMA BASKETBALL OFFICIALS' ASSOCIATION
AND....

Print Name

This Member Services Agreement ("Agreement") establishes the responsibilities and duties between the Tacoma Basketball Officials Association and the Association Member ("Member") (collectively "the Parties"). Each Member who desires to officiate basketball games assigned through the Association must have a current and legally executed Agreement on file with the Association before being eligible to receive game assignments.

I. RECITALS

As independent contractors, members provide services to school and non-school amateur sports leagues or teams (Customers).

Members formed the Association to provide access to customers and officiating partners (Member-Partners) to enhance their ability to provide officiating services to various customers while maintaining their independence and impartiality.

As such, for mutual consideration, the sufficiency of which is acknowledged by the Parties, the Member and the Association agree as follows.

II. AGREEMENT

1.0 Services Provided by Association

The parties incorporate the Recitals above, in their entirety, herein. For the benefit of its Members, the Association will: (1) contact with customers to provide officiating services to customer's amateur basketball contests; (2) enroll the Member as a member of the Tacoma Basketball Officials Association which qualifies the Member, in part, to be eligible for game assignments for specific school customers; (3) inform Member of any other qualifications required by Customers and the means to obtain such qualifications (e.g., the means to complete the applicable tests and clinics or submit forms for a background check); (4) administer a contract for a game assigning service; (5) administer a contract for a service to bill and collect the Member's fees paid by the Customer and pass such fees through to the Member, less any deductions authorized by the membership through the Association's Board – MEMBER BEARS ALL RISK OF ANY CUSTOMER'S NON-PAYMENT; and (6) file and provide the Member an IRS 1099 Form reporting Member's earnings as an independent contractor, to the extent required by law.

2.0 Obligations and Acknowledgements of Member

- 2.1 **Payment of Dues/Background Check.** Member agrees to pay the Association (fifty-five dollars \$50.00) to establish their membership in the Association. Member understands that Member will not be eligible to receive game assignments through the Association until Member has paid their dues and executed the Agreement. Member must also submit a background check to WOA per WOA requirements. Member is responsible for the cost of background checks as required by the WOA.
- 2.2 **Independent Contractor Status/ Compliance with Law.** Member acknowledges that Member's relationship with Customers is that of an independent contractor and Member is not providing services as an employee of the Customer. Member also believes that Member's relationship with the Association is that of a voting Member eligible to use the services provided by the Association (per the TBOA Policies and Procedures) in a manner consistent with its Bylaws, Policies, and Procedures. Member has no authority to bind, act on behalf of, or speak for the Association or any Customer. Further, Member represents that Member complies with all applicable laws regarding providing services in Washington State as an independent contractor.
- 2.3 **Member Controlled Schedules/ No Guarantee of Assignments.** Member acknowledges and agrees that Association's ability to assign Member to contests depends on Member keeping Member informed and updated on Member's availability for such assignments; Member is free to define how much, how little, and when Member will make him or herself available for game assignments. Member also understands and agrees that the Association does not guarantee Member any specific game assignment, number of game assignments, or any game.

- 2.4 **Adherence to TBOA Policies/Customer Requirements.** Member agrees to adhere to the Association's Bylaws, Policies, and Procedures contained in the most current TBOA Policies available to Member through the Associations Forms Section in Arbitersports.com or upon written request, in hard copy from the Association's President. Member understands and agrees to the TBOA "decline" policy, which holds member accountable for dates available to work contests in which member receives a game assignment and then declines that assignment. Decline fines are subject to \$10 per decline. Member further agrees that to be eligible to work any specific customer's contests, Member must also meet additional requirements, if any, specified by such customer.
- 2.5 **Equipment and Uniforms.** Consistent with Member's status as an independent contractor, Member must supply all equipment (including uniforms) necessary to provide officiating services by professional standards.
- 2.6 **No Supervision or Control.** Member understands and agrees that, if and when Member accepts a game assignment, Member is solely responsible for the manner Member performs the service for the Customer by nationwide industry and Customer-specific standards without any supervision or control by the Association, provided that Member agrees to provide such services in good faith, in cooperation with Member-Partners and professionally to protect the reputation of the Association and further the interests of the overall membership.
- 2.7 **Assumption of Risk.** Member warrants that Member is physically capable of engaging in the rigors of officiating basketball. MEMBER UNDERSTANDS THAT OFFICIATING A BASKETBALL GAME SUBJECTS THE MEMBER TO RISK OF PHYSICAL INJURY OR DEATH, AND MEMBER WILLINGLY AND KNOWINGLY ASSUMES THE RISK OF SUCH INJURY.
- 2.8 **WAIVER/INDEMNIFICATION.** MEMBER IRREVOCABLY WAIVES THEIR RIGHT TO BRING CLAIM AGAINST THE ASSOCIATION, ITS ASSIGNORS, OFFICERS, DIRECTORS, MEMBERS, AND ANY ASSOCIATION AFFILIATE, TO RECOVER DAMAGES FOR PERSONAL INJURY TO MEMBER OR DAMAGE TO MEMBER'S PROPERTY OR ANY CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM PROVISION OF OFFICIATING SERVICES UNDER THIS AGREEMENT INCLUDING ANY CLAIM FOR LOSS OF INCOME FROM SUCH INJURY OR DAMAGE REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH CLAIM IS BROUGHT. MEMBER ALSO AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION HARMLESS FROM ANY CLAIM BROUGHT BY A THIRD PARTY AGAINST THE ASSOCIATION, ITS ASSIGNORS, OFFICERS, DIRECTORS, MEMBERS, AND AFFILIATES THAT IS BASED ON THE MEMBER'S PROVISION OF SERVICES ACCORDING TO THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH CLAIM IS BROUGHT.
- 2.9 **Member Responsible for Taxes.** Member acknowledges and agrees that Member bears sole responsibility for payment of any applicable taxes on the income derived from providing services under this Agreement and agrees to indemnify, defend, and hold the Association harmless from any third-party claim to recover such taxes.
- 2.10 **Confidential Information.** Member shall not, without the written permission of the Association's Board, disclose any of the Association's confidential business information to a third party. Such information includes but is not limited to, the Association's membership list and personal information of its members and the Association's customer and prospective customer lists. Member acknowledges and agrees that any breach or threatened breach of this provision meets the standard for the Association to obtain a preliminary injunction with the required bond limited to \$500.00. This provision survives termination of this Agreement for any reason.
- 2.11 **Non-Solicitation.** Member shall not, while a member and for two years after terminating membership, directly or indirectly, induce or encourage Association's members to provide officiating services for organizations that directly compete with Association; influence or encourage Customers or potential Customers not to obtain officiating services through the Association; or, solicit Customers or potential customers to get officiating services directly from Member or any other entity. This provision survives termination of this Agreement for any reason.

2.12 **Release and Authorization to Use Work Product.** Member authorizes the Association to use any photographs or videos taken by Member or other materials prepared by Member related to the provision of officiating services that Member provided to the Association and further authorizes the Association to use any photographs or videos of Member officiating or participating in Association sponsored activities (such as training or Member meetings), for advertising, trade, and any other lawful purposes. This provision survives termination of this Agreement for any reason.

3.0 **Term and Termination.** This Agreement is for the period of October 1, 2023, through September 30, 2024 (the "Term"). It will automatically terminate at the end of the Term without any further action by either Party. In addition, the Association or the Member may terminate this Agreement at any time with or without any other action by either Party. In addition, the Association or the Member may terminate this Agreement at any time, with or without cause, by providing the other a written notice or termination that, unless otherwise stated, will be effective immediately. The provisions of Paragraphs 2.10, 2.11, and 2.12 shall survive termination or expiration of this Agreement.

4.0 Miscellaneous Terms.

4.1 **Binding Effect.** The terms of this Agreement are binding on the successors, heirs, and assigns of the Member and the Association, provided that any accepted obligation of the Member to provide officiating services is personal to the Member and may not be assigned to a third party that is not also a member of the Association without the express written consent of the Association.

4.2 **No Waiver/ Severability.** Failure of either the Member or the Association to insist on strict performance of any obligation by the other shall in no way constitute a waiver by such party of the right to insist on strict performance of such duties in the future. If any provision of this Agreement is held to be invalid or unenforceable in whole or part, all other provisions will remain valid and enforceable.

4.3 **Entire Agreement/ Modifications Must Be in Writing.** Member understands and agrees that this Agreement constitutes the entire Agreement between the Member and the Association regarding the subject matter hereof and supersedes all previous agreements, whether written or oral, regarding such subject matter. No term of the Agreement may be waived, modified, or amended except by the member's and the Association's written consent.

4.4 **Governing Law/ Jurisdiction.** This Agreement shall be interpreted, constructed, governed by, and enforced under the laws of the State of Washington. Any litigation or other court proceeding concerning any matter arising from this Agreement shall be conducted in the state or federal courts of Pierce County in Washington.

Members may execute this Agreement by signing below and returning the Agreement to the Association Secretary (or Director) or mailing the Agreement to the address indicated below. By executing this Agreement, Member understands this is a legally binding agreement and represents Member (i) has read and understands the contents of this Agreement and the documents referenced herein, INCLUDING THE ASSUMPTION OF RISK, WAIVER OF CLAIMS AND INDEMNIFICATION PROVISIONS, (ii) has had the opportunity to seek advice of counsel before executing the Agreement, and (iii) voluntarily accepts and executes this Agreement, in whole and without exception.

DATED this _____ day of _____, 2023, at _____, Washington.
City

Signed By: _____ Signed By: _____
TBOA Executive Director

Printed Name: _____

TBOA BOYS MAILING ADDRESS:
3800 Bridgeport Way West #A316
University Place, WA 98466