

## NORTH CAROLINA PROFESSIONAL TENNIS UMPIRES ASSOCIATION OFFICIAL'S AGREEMENT

This North Carolina Professional Tennis Umpires Association (hereinafter "NCPTUA") Official's Agreement (hereinafter this "Agreement") is entered into effective as of January 1, 2018, by and between the NCPTUA (the "Association"), a North Carolina non-profit corporation, and \_\_\_\_\_ ("Official"), an individual resident of the state identified on the signature page hereof (each a "Party," and collectively, the "Parties").

In consideration of the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### PART ONE ENGAGEMENT, SERVICES AND COMPENSATION

1.1 Engagement and Term. The Association hereby engages Official as an independent contractor to provide, and Official hereby accepts such engagement upon the terms and conditions set forth in this Agreement and agrees to perform, those officiating services described herein for intercollegiate tennis Matches and Tournaments (collectively, "Matches and Tournaments" and each individually, a "Match") assigned by the Association. The term of this engagement shall begin on January 1, 2018, and end on December 31, 2018, unless terminated sooner as provided in this Agreement (the "Term"). Official represents and warrants to the Association that Official is capable of providing services relating to officiating Matches and Tournaments.

1.2 Officiating Services. During the Term, Official agrees to devote the time, attention, skills, energies and best efforts necessary to prepare for and officiate those Matches and Tournaments to which Official is assigned by the Association in accordance with this Agreement and, furthermore, to officiate such Matches and Tournaments in accordance with applicable rules and in a professional and sportsmanlike manner (the "Officiating Services").

1.3 Assignment Contact. For purposes of communications relating to travel reimbursement pursuant to Section 1.4(a) (3) of this Agreement and Match assignments in accordance with Sections 2.1(d) and 2.5(b) of this Agreement, Official's primary contact person for the Association ("Assignment Contact") shall be:

Rebel Good, Executive Director, North Carolina Professional Tennis Umpires Association, 336-469-9726, rf.good.iv@gmail.com

### 1.4 Financial.

(a) Payments to Official. In consideration for Official's performance of the Officiating Services, the Association agrees to compensate Official as set forth below.

1. Per Match Fee: \$200 for Referee & \$150 for Umpires for Atlantic Coast Conference home matches; \$160 for Referee & \$145 for Umpires for all other North Carolina matches;
2. Travel Reimbursement: Roundtrip mileage at applicable IRS rate (54.5¢/mile), less first 30 total miles for all matches except ACC home matches; \$50 per diem per day assigned for ACC home matches.
3. Carpool Reimbursement: \$0.10 per mile to the Official providing transportation, less first 30 total miles for all matches except ACC home matches.

(b) Expenses. All other expenses incurred by Official in performing the Officiating Services shall be the sole responsibility of Official, unless specifically authorized by the Executive Director.

(c) Travel. All transportation and travel arrangements for all officiating and officiating-related work are the sole responsibility of Official, except those expressly authorized in advance by NCPTUA.

(d) Form 1099. After the conclusion of each calendar year, the Association shall cause to be provided to Official on a timely basis a copy of Internal Revenue Service Form 1099 indicating the gross fees paid to Official during that calendar year. Official understands and agrees that the Association will not take any withholdings from said fees, including, but not limited to for any state, federal or local taxes, Medicare, Social Security or unemployment. Official acknowledges that he or she is solely responsible for any and all taxes due or payable from said fees.

## PART TWO TERMS AND CONDITIONS

### 2.1 Match Assignments.

- (a) Match assignments made by the Association to the Official may include Dual Matches and tournaments and championships. All assignments are subject to change or cancellation by the Association in its sole discretion.
- (b) Official understands that this Agreement does not obligate the Association to assign Official to any Matches and Tournaments or any minimum number of Matches and Tournaments or that it will make Match assignments of a certain quality or level to Official.
- (c) Official may accept or decline any Match assignment when offered by the Association. Using the officiating website designated by the Association, Official shall accept or decline each assignment as soon as possible, but no later than the deadline accompanying such assignment on the website. If an assignment has not been accepted within such time period, Official will be deemed to have declined to accept such Match assignment.
- (d) In the event that Official learns that he or she cannot fulfill or perform his or her duties for an accepted Match assignment because of illness, injury, family matters or other serious unforeseen circumstances, Official shall notify Assignment Contact (or Assignment Contact's designee) as soon as Official learns of the situation and in the most expedient manner possible (e.g., via e-mail, phone, etc.) and follow up to confirm in writing.

### 2.2 General Responsibilities and Obligations of Official. In performing the Officiating Services, Official has the following responsibilities and obligations.

- (a) Other than completing all accepted Match assignments and meeting any other deadlines, milestones or particular requirements specified by the Association, the days and hours of Official's performance and the manner and means by which the Officiating Services are performed by Official are solely within the discretion of Official. Official's performance of the Officiating Services must be consistent with the relevant provisions of this Agreement and the Association's standards, policies and rules with respect to such services and must be timely and reliable. Official shall comply strictly with the Association's travel policy, including without limitation, the date and time of arrival at the site of each Match assignment.
- (b) Official will furnish the basic equipment, supplies and materials ordinarily required to perform the Officiating Services, including but not limited to the uniform required. Official shall satisfy all applicable federal, state and local safety codes and all applicable safety regulations.
- (c) Official agrees to abide by all rules of the Intercollegiate Tennis Association ("ITA") or other appropriate governing body and of the Association, and to maintain Official's eligibility to officiate ITA sanctioned events.

Official agrees not to engage in any activity that is materially detrimental to the high standards of intercollegiate athletics, sportsmanship, or to the business or reputation of the Association. Official will not engage in any conduct that could give the perception of conflict of interest or favoritism and should not solicit or accept anything of value from an institution contracting with the Association (hereinafter a "Contracted Institution"), including tickets, sideline passes or other items of value, without the prior written approval of the Association. Official should not engage in any behavior or conduct that, in the sole judgment of Association, could cause embarrassment to the officiating staff or to the Association, could subject Official to undue influence by anyone seeking to affect the outcome of any Match or that could adversely reflect on the Official's judgment, honesty or integrity. Official may not make any public statements about Association officiating duties, about the officiating of any contest involving a Contracted Institution, about such a contest itself, or about any of the institutions, coaches or student-athletes involved. All statements made electronically, whether by e-mail or by communicating through posting to any Internet-based medium (including any social medium or platform) will be considered public statements, as well as any audio or video recording of any type.

- (d) Official's responsibilities do not include any authority for Official to bind the Association to any third party.

2.3 Independent Contractor Status. Official acknowledges, agrees and understands that Official shall perform the Officiating Services and all related responsibilities and obligations as an independent contractor, not as an employee or agent of the Association, and nothing contained in this Agreement shall constitute or be deemed to create for the Association and Official, the relationship of employer/employee, master/servant, partners or joint

venturers. This Agreement is not a contract of employment and Official has no claim to any right or benefits arising from employee status. Official is solely responsible for the maintenance of his or her own insurance as set forth herein. Official also acknowledges, agrees and understands that neither the Association nor any of its member institutions will be liable to Official in the event of any death, injury or loss of any type. Official is responsible for the payment of all applicable taxes with respect to the services performed by Official pursuant to this Agreement, whether levied by the government of the United States, any other governmental entity or any foreign government, including but not limited to income, withholding, unemployment and social security taxes, and Official agrees to hold the Association harmless from and against any and all liability relating thereto. Official shall not represent to any third party that he or she is a member, director, officer, agent, employee, or partner of the Association.

2.4 Other Business Activities. Nothing herein shall be interpreted as prohibiting Official from engaging in any other business, trade, profession or other activity, so long as such other business, trade, profession or other activity does not place Official in a conflict of interest with the Association or interfere with Official's ability to perform the Officiating Services. Official may provide services that are substantially similar to the Officiating Services to another intercollegiate athletic organization, so long as the provision of such services does not interfere with Official's ability to perform the Officiating Services for those Matches and Tournaments assigned by the Association.

#### 2.5 Conflict of Interest.

(a) In an effort to avoid actual or potential conflicts of interest, Official agrees to furnish the Association with a list of potential conflict of interests for all colleges and universities, which includes a description of the following: (1) financial contributions (if any) made by Official to any college or university; (2) business or professional relationships (if any) between Official or a member of Official's immediate family and any college or university; (3) academic relationships (if any) between Official or a member of Official's immediate family and any college or university; (4) lawsuits, arbitrations, or other legal proceedings pending before any court, arbitrator or federal, state, foreign, municipal or other governmental department, commission, board, bureau, agency or instrumentality (if any) involving Official or a member of Official's immediate family and any college or university; and (5) any other relationships or activity (if any) that could be perceived or construed as a conflict of interest. Such list is attached hereto as Exhibit 1 and incorporated herein by reference. For purposes of this Section 2.5 and Exhibit 1, "immediate family" shall mean parent; sibling; child by blood, adoption or marriage; spouse; grandparent or grandchild.

(b) Official acknowledges and agrees that he or she may not be assigned to officiate any Match in which he or she might have an actual or potential conflict of interest, as determined in the sole discretion of Assignment Contact (or Assignment Contact's designee) in consultation with the Association. For purposes of this Agreement, a conflict of interest exists when an Official has an external relationship (which could be financial, academic, legal or personal) that does or could tend to interfere with his or her proper exercise of judgment in performing the Officiating Services. Should Official be assigned to officiate any Match in which he or she believes that there may be a conflict of interest, Official shall notify the Assignment Contact (or Assignment Contact's designee) immediately upon the earlier of: (1) receipt of the assignment; or (2) discovery of the actual or potential conflict of interest.

#### 2.6 Early Termination; Effect of Expiration or Termination.

(a) Early Termination. The Association shall have the right, in its sole discretion, to terminate this Agreement before the end of the Term, after giving two (2) days' written notice to Official, if Official defaults in the performance of the Officiating Services pursuant to this Agreement or materially breaches any of its provisions. For the purposes of this Section 2.6(a), material breach of this Agreement includes, but is not limited to:

- (1) Conduct by Official that amounts to fraud, dishonesty, gross negligence or willful misconduct in the performance of Official's services, responsibilities and obligations pursuant to this Agreement;
- (2) Failure by Official to perform the Official's services, responsibilities and obligations pursuant to this Agreement in the manner and to the extent required under this Agreement, including without limitation

performance of the Officiating Services that is not professional and sportsmanlike in the sole discretion of the Association;

(3) Failure to abide by the rules of the ITA, or other appropriate governing body, or of the Association, or failure to maintain eligibility to officiate ITA sanctioned events; or

(4) Breach by Official of any other obligation owed by Official to the Association pursuant to this Agreement or breach of any representation or warranty made by Official to the Association.

(b) Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Official shall have no further obligation to provide Officiating Services and the Association shall have no further obligation to pay compensation beyond that earned for services rendered before the notice of termination is received.

2.7 Official's Representations and Warranties. Official represents and warrants the following: (a) Official is free to enter into this Agreement, and doing so does not violate the terms of any contract, agreement or understanding between Official and any third party; (b) Official has read this Agreement in its entirety, understands all of its terms, and has had an opportunity to consult with his or her attorney prior to executing this Agreement; and (c) Official has the requisite skill, experience and qualifications to perform the Officiating Services and shall diligently and carefully perform the Officiating Services in a professional and workmanlike manner and consistent with principles of good sportsmanship.

2.8 Indemnification. Official agrees that he or she shall defend, indemnify and hold harmless the Association, its officers, directors, employees, agents, successors and assigns (collectively, the "Association Indemnified Parties"), from and against all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees), except to the extent caused by the negligence or intentional act of the Association Indemnified Parties, arising out of, resulting from or relating to (a) any act or omission of Official in the performance of the Officiating Services, or (b) Official's breach of any representation, warranty or obligation under this Agreement, including without limitation for any such act or omission or breach that causes any bodily injury, death of any person, personal injury, or damage to real or tangible, personal property or personal or economic injury. The Association may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Official.

2.9 Insurance. Official shall be responsible for maintaining his or her own general liability insurance, medical insurance and disability insurance in such amounts, if any, as he or she determines appropriate.

### PART THREE GENERAL PROVISIONS

3.1 Notices. All notices sent by one Party to the other under this Agreement must be in writing. Notices may be delivered personally, sent by certified mail with return receipt requested, or sent by a nationally recognized overnight document delivery service, addressed as set forth as follows:

To the Association: North Carolina Professional Tennis Umpires Association 2307 Zephyr-Mountain Park Road, State Road, NC 28676, Attn: Rebel Good, Executive Director; Telephone (336) 469-9726

To Official:

Address shown on signature page hereof

Any written notice is deemed to have been given on the date of personal delivery, three (3) business days after being sent by certified mail, or one (1) business day after being sent by overnight delivery. The addresses in this section may be changed by the respective Party upon a documented notice delivered or transmitted pursuant to this section.

3.2 Entire Agreement Inclusive. This Agreement, along with any and all exhibits and schedules hereto, contains the entire agreement of the Parties relating to the Officiating Services during the Term and supersedes any and all agreements, whether written or oral, by and between Official and the Association relating to the Officiating Services during the Term. This Agreement may be amended, changed, modified, extended or rescinded only by a writing signed by both Parties. The documents attached hereto as exhibits are incorporated by reference herein and made a part of this Agreement as if fully set forth herein.

3.3 Construction of Agreement. Each Party acknowledges that it has participated in the negotiation of this Agreement and that no provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or deemed to have structured, dictated or drafted such provision.

3.4 Assignment; Binding Effect. This Agreement and the rights, duties and obligations of Official set forth in this Agreement are personal to Official and, therefore, may not be delegated or assigned by Official without the prior written consent of the Association. This Agreement and the covenants and conditions herein contained shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and permitted assigns.

3.5 Survival of Certain Provisions of Agreement. All of the provisions of Sections 2.3, 2.6(b), 2.8, 2.9 and of Part Three of this Agreement shall survive the expiration or termination of this Agreement for any reason.

3.6 Arbitration; Right to Recover Attorneys' Fees and Other Expenses. The Parties agree that any disputes arising hereunder that the Parties cannot resolve between themselves shall be addressed in the following manner:

(a) First, the Parties shall engage the services of a mediator through the American Arbitration Association. The Parties shall share the cost of the mediation equally. Unless the Parties agree otherwise, the mediation shall be situated in Dobson, North Carolina at a date and time reasonably agreeable to both Parties. The Parties may be represented at such mediation by attorneys, and each Party shall have present a senior representative with full authority to bind the Party to any resolution that may be mediated.

(b) Second, in the event that mediation does not resolve the dispute, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such arbitration shall be decided by a single arbitrator. The arbitrator shall have the authority to award any remedy or relief that a court in such jurisdiction could order or grant, including, without limitation, specific performance of any obligation created under this Agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process. Notwithstanding the foregoing, the Parties shall be able to seek equitable relief from a court of competent jurisdiction to provide equitable relief in aid of arbitration. The Parties shall share the costs of the arbitration on a pro-rata basis and each Party shall pay its own respective attorney's fees, unless the arbitrator, in its discretion, should determine that the prevailing Party shall be awarded costs of the arbitration and such Party's attorney's fees. Unless the Parties agree otherwise, the arbitration hearing shall be situated in Dobson, North Carolina at a date and time reasonably agreeable to the Parties.

3.7 Waivers. The waiver by either Party of a breach or default by the other Party of any provision of this Agreement shall not operate or be construed as a waiver of any other, continuing or subsequent breach or default by such Party.

3.8 Severability. If any provision or clause of this Agreement or the application thereof to either Party is held to be invalid by a court of competent jurisdiction, then such provision shall be severed, and such invalidity shall not affect any other provision of this Agreement, the balance of which shall remain in, and have its intended, full force and effect.

3.9 Governing Law. This Agreement shall be interpreted, construed and governed by and under the laws of the State of North Carolina without regard to choice of law, and Official unconditionally submits to the jurisdiction of the courts located in the State of North Carolina in all matters relating to or arising from this Agreement. Official consents to personal jurisdiction over Official in the State of North Carolina and agrees to waive any and all defenses to such personal jurisdiction. Official agrees that venue of any such matter shall be placed in the General Court of Justice situated in Surry County, North Carolina.

3.10 Execution; Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which taken together constitute only one agreement between the Parties. Delivery of an executed counterpart of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance

of a document, has the same effect as delivery of an executed original of this Agreement. This Agreement shall not be binding unless and until it is duly executed by both Parties.

3.11 Electronic Signatures. Each Party agrees that this Agreement may be executed by electronic signature. Each Party agrees and acknowledges that in the event that such Party executes this Agreement by electronic signature, such electronic signature is intended to authenticate this writing and to have the same force and binding effect as a manual signature. For purposes of this Agreement, electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record and specifically includes the name of a Party typed by such Party on the appropriate signature line of the signature page hereto.

IN WITNESS WHEREOF, each Party hereto has duly executed this Agreement under seal as of the date first above written.

NORTH CAROLINA PROFESSIONAL TENNIS UMPIRES ASSOCIATION

By: *R. Fletcher Good IV*

Name: R. Fletcher Good IV Title: Executive Director

Date: 12/30/2017

OFFICIAL

Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_

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

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

INSTRUCTIONS:

EXHIBIT 1 POTENTIAL CONFLICT OF INTEREST LIST

- In completing this Exhibit, please identify all colleges and universities.
- For any section as to which you have no information, please mark “N/A” or “None.”
- When you have completed this Exhibit, please sign, date and return this form with the Agreement even if you have no information to report under any of the five sections. Please describe the following:

- (1) Financial contributions (if any) made by Official to any college or university:
  
  
  
  
  
  
  
  
  
  
- (2) Business or professional relationships (if any) between Official (or a member of Official’s immediate family) and any college or university:
  
  
  
  
  
  
  
  
  
  
- (3) Academic relationships (if any) between Official (or a member of Official’s immediate family) and any college or university:
  
  
  
  
  
  
  
  
  
  
- (4) Lawsuits, arbitrations, or other legal proceedings pending before any court, arbitrator or federal, state, foreign, municipal or other governmental department, commission, board, bureau, agency or instrumentality (if any) involving Official or a member of Official’s immediate family and any college or university:
  
  
  
  
  
  
  
  
  
  
- (5) Any other relationships or activity (if any) that could be perceived or construed as a conflict of interest:

Signature of Official: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Official: \_\_\_\_\_