

MULTI COUNTY UMPIRES ASSOCIATION LLC
Baseball Officiating Independent Contractor Agreement
2023

This agreement (“Agreement”) will specify the terms and conditions of the contract between the undersigned party and the Multi County Umpires Association, LLC, (Herein: MCUA) in regards to GHSA baseball officiating services for MCUA during the 2023 Spring, Summer and Fall seasons.

In consideration of the mutual detriments and benefits contained herein, the undersigned and MCUA agree as follows:

1. **Term.** The Term of this Agreement will be for the 2023 Baseball Season (Spring, Summer and Fall)
2. **Assignments.** Assignments will be assigned through the ADTDAT Arbiter web site by MCUA and I agree to provide all information required to accomplish same.
3. **Independent Contractor Status.** I agree to participate as an independent contractor for all purposes under this Agreement. I acknowledge that I am not an employee of GHSA, MCUA or any member school. My total compensation for any services I provide for MCUA, GHSA, or any member school will be only as provided in this Agreement and as dictated by GHSA and MCUA. I hereby warrant to MCUA that I am in good physical shape and do not suffer from any illness, disease, or ailment that would prevent me from engaging in the activities of Umpiring and participating as an Independent contractor in reference thereto. I agree to immediately provide MCUA any updated or changed email addresses, cell phones numbers, residence addresses for notices and of any changes in my physical status.
4. **Travel and Expenses.** My transportation and expenses for all work performed under this agreement is my sole responsibility.
5. **Waiver of Liability and Release.** I understand that my participation carries with it the risk of serious personal injury to me, including death. In recognition of this, I agree to assume absolutely all such risk and forever release and hold harmless MCUA, GHSA, and any member schools, and any and all governmental bodies and organizations, board officials and sponsors, their employees, agents, servants, officers and members, that may sanction or permit the aforementioned activities from and against such injury or death, and waive any and all claims, rights, or suit for damages of any kind whatsoever that may be brought by myself, my heirs, successors, assigns or personal representatives arising out of same. My signing of this Agreement and acceptance of this offer of contract is an irrevocable waiver of any right to additional compensation or benefit from MCUA, GHSA, or any participating schools and its member institutions and/or of any claim of any type or kind against MCUA, GHSA, or any participating schools or its member institutions for any benefits, including worker’s compensation.
6. **Indemnification and Hold Harmless.** I hereby agree that if any act or omission on my part during the course of me performing as an Independent Contractor gives rise to any loss or damage to the person or property of another, I shall and do hereby agree to be solely responsible for same and shall and do hereby agree to indemnify and hold harmless MCUA, GHSA, or any participating schools or institutions, their officers or members from and against any and all claims, demands, or legal proceedings of any nature whatsoever for such damage.
7. **Insurance.** I understand that it is my responsibility to obtain my own health and hospitalization insurance, sickness insurance, accident insurance and comprehensive general liability insurance, obtained either individually or as part of a group or association. As an independent contractor, I am not an employee of MCUA, GHSA, or any participating school or institution and MCUA or any participating school or institution does not maintain any type of insurance for my benefit. GHSA provides health and injury insurance for regular season GHSA sanctioned games in accordance with current GHSA policy.
8. **GHSA Mandatory background checks:** I understand that I am responsible as an Independent Contractor to provide a current background check at my expense, by an approved GHSA agency to the Secretary of MCUA to receive any assignments as an Independent Contractor and agree to provide all information needed to clear up any matters as might be shown on said report.

9. **Membership Dues and Pay:** If I am a new Independent Contractor, I agree to pay MCUA dues for the 2023 season in person by January 15, 2023. I agree that MCUA dues for the 2024 year will be deducted from my 2023 gross pay, unless directed by me that I will not be returning to officiate with MCUA by June 1 of the current year. After June 1, I agree that dues will be refunded by a pro-rated deduction of \$10.00 per month, with no refunds after December 1, 2023. Paychecks will be issued to umpires as soon as the majority of schools have paid their invoices. All checks must be deposited/cashed before July 1 at the end of the season.
10. **Uniforms.** I will provide my own uniform in accordance with MCUA and GHSA rules and guidelines when officiating any baseball games assigned to me as an Independent Contractor under this Agreement. No patch or patches (other than as permitted by MCUA or GHSA) shall be permitted.
11. **Termination.** Either I or MCUA may terminate this Agreement by means of written notice to the other party at the address stated below by personal delivery or by certified mail or bonded overnight courier. I agree that MCUA shall also have the right to cancel this Agreement and any assignments made if I fail to perform, or for reasons beyond my control, are unable to perform all my obligations as set forth in this Agreement. In either of such events, I agree that neither MCUA, GHSA nor any of its member schools or institutions shall have any further obligation to me other than funds owed to me for contests I have umpired prior to said notification.
12. **Entire Agreement.** I agree that this agreement contains the entire agreement between me and Multi County Umpires Association, LLC (MCUA), and no statements, promises or inducements made by any person who is not contained in this written Independent Contractor Agreement shall be valid or binding.
13. **Agreement to be Bound.**
 - (1) I will not possess or consume any alcoholic beverage or illegal drug or substance at any time while performing my Independent Contractor duties on the Playing Field, in the dugouts or any other areas near or around the playing fields, including the parking lots, of any High School, College, or municipality used by MCUA or GHSA or its participating schools or institutions.
 - (2) I understand that the possession of firearms or weapons is strictly prohibited at the Facilities.
 - (3) I understand that fighting, threats, and/or abusive or profane language will not be tolerated.
 - (4) I understand that smoking and the use of tobacco products is prohibited at the Facilities.
 - (5) I shall abide by all MCUA and GHSA rules and regulations

Only the following page needs to be printed and returned to MCUA at an organizational training meeting.

“I represent that I have read, understand, and agree that any officiating assignments that I may accept from MCUA during the 2023 season(s) shall be subject to and performed in accordance with the terms and conditions outlined in this Agreement.”

Signed: _____ Date: _____

Please Print:

Name: _____

Address _____

City/State/Zip _____

Email Address _____

Mobile Number _____

Additional Information Needed to Meet Georgia Security and Immigration/Naturalization Requirements:

Georgia Divers License Number: _____ Expiration Date: _____

Social Security Number: _____ Date of Birth _____

Additional Information for MCUA Use:

Total years of Baseball Experience: _____ Years with GHSA Baseball: _____

Highest Level Officiated: _____