Hammer Sports, LLC.
9162 Kaeding Avenue NE Ostego, MN. 55362
Phone: 763-350-0098 / Email: hammerhoops@hotmail.com

Sports Official Memorandum of Agreement

This independent contractor/officials agreement must be complete and returned to Hammer Sports, LLC. before being assigned and compensated games officiated.

Name _____ Social Security Number _____

Address _____ City/State/Zip Code _____

Phone Number(s) _____ E-mail Address _____

Hammer Sports, LLC. and the undersigned official, hereinafter referred to as "Official", hereby enter into this agreement and agree to the following terms and conditions.

- I agree to hold Hammer Sports, LLC. its Director, members and Associate leagues, harmless for injury, accident or damages as a result of any assignments.
- I agree to pay annual dues by the appropriate due dates as outlined in this agreement.
- I agree to receive and acknowledge important electronic assignments and documents.
- It is specifically understood that Official **is not** an employee of Hammer Sports, LLC. and Official agrees to serve as an independent contractor. Official understands and is aware that Hammer Sports, LLC does not provide worker's compensation insurance to or for the benefit of Official. Hammer Sports LLC does not provide any medical insurance coverage for Official. Official is responsible for any insurance coverage he/she deems necessary or appropriate. Hammer Sports, LLC strongly encourages Official to obtain and maintain medical insurance coverage.
- Official acknowledges that he/she is physically able to safely undertake all assignments which Official accepts. Official agrees not to accept assignments which he/she is not able to safely perform. Official acknowledges that officiating is physically demanding and requires that Official be in good health and physical condition. Official acknowledges that in accepting any assignment from Hammer Sports, LLC he/she is representing to Hammer Sports, LLC that he/she has the physical ability to safely engage in the rigors of officiating.
- Official understands that he/she is personally responsible for his/her medical expenses, including without limitation: hospital charges, physician fees, therapist fees, ambulance fees and the cost of any and all medications that may be incurred by him/her as a result of any assignment. Official agrees to hold harmless and indemnify Hammer Sports, LLC from any and all liability for injuries proximately caused to any person or property solely due to neglect or intentional act or omission of official arising out of Official's assignment at any athletic contest, pre-season practice game or event assigned by Hammer Sports, LLC.
- The agreed compensation for services rendered by Official shall be the amount negotiated by Hammer Sports, LLC, with the affiliated leagues. Hammer Sports, LLC has negotiated that game fees are invoiced to schools/leagues weekly. Every Monday evening, game fees are processed through bill pay and Officials will receive within 7 to 10 business days. Official agrees that any game assignment is subject to change and/or cancellation by Hammer Sports, LLC when it deems, in its sole discretion, such cancellation to be in the best interest of Official, Hammer Sports, LLC, or any affiliated league.
- Official agrees to be present and available to the affiliated teams/leagues at the assigned **game site 20 minutes prior to the start of any game**. Official also agrees that he/she will at no time be under the influence of alcohol or any illegal drug during any game to which he/she is assigned. Any violation of this clause shall result in immediate termination of this contract. Any Official who fails to report a violation of the Hammer Sports, LLC drug and alcohol provision of the contract may be liable to sanctions to be determined by Hammer Sports, LLC.
- If Official misses a game or arrives 15 minutes or later after the scheduled start time, he/she will be penalized one game fee. If Official is late to a game but arrives before 15 minutes after the scheduled game time he/she will be fined one half of that game fee. If Official cancels an accepted assignment with less than 24 hours' notice to Hammer Sports, LLC, he/she will be fined one half of that game fee unless assigner approval (i.e. family emergency). If Official is a "no show" with no communication, they must work future games without compensation until games missed are made up. Multiple "no shows" will result in termination. Officials may not cancel accepted assignments to work other games for another assigner, unless given sufficient notice, it must be a varsity/college assignment only and approved by original assigner.
- If, at any time during the term of this agreement, Official fails to abide by the terms and conditions set forth and agreed to herein, said failure shall constitute good cause for Hammer Sports, LLC, in its sole discretion, to terminate this contract immediately.
- I attest that **I HAVE NOT** been convicted or adjudicated of any offense involving a minor or any sexual offense, an offense involving any illegal/illicit drugs, and I am not currently servicing a sentence or probation/parole period. Signing below certifies and authorizes Hammer Sports, LLC and or its agents to verify any of this information including, but not limited to criminal history and back ground checks.
- I agree to abide by the terms set forth in the Hammer Sports, LLC/ MYAS officials' code of conduct.
- My signature below verifies that all of the information on this application is accurate and that I have read and agree to comply with the policies set forth by Hammer Sports, LLC and its Associates Rules and Regulations.

- **Official agrees to pay $5.00 dues for the Fall and Spring seasons: Fall (Volleyball, Soccer, and Football), and Spring (Baseball, Fast pitch Softball, Slow-pitch Softball). Official agrees to pay $10.00 for Winter season (Basketball) . Official shall submit his/her social security number with a W9 to Hammer Sports, LLC, for the purpose of reporting income to the governmental authorities, including the IRS. Failure of Official to pay dues is just cause Hammer Sports, LLC to terminate this agreement**

This agreement is only valid and effective when signed and dated by official.

Hammer Sports, LLC

Heidi Schwichtenberg
Owner/Assigner

OFFICIAL

_____
Name (please print)

_____
Signature of Official/Parent/ Guardian Date