

INDEPENDENT CONTRACTOR AGREEMENT

[Review before use with qualified attorney familiar with your organization.]

THIS AGREEMENT, dated _____, 2009, is entered into by and between USA Volleyball (“USAV”) and _____ (“Contractor”).

WHEREAS, USAV desires to utilize Contractor’s services as outlined in greater detail on Attachment A (the “Services”), and Contractor desires to perform the Services, in accord with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Independent Contractor Relationship.** Contractor will operate as an independent contractor and not as an employee of USAV. Contractor and USAV’s operations are separate and distinct, and nothing in this Agreement creates a joint venture, partnership, or other such relationship between USAV and Contractor. Contractor shall have no right to enter into or bind USAV in any manner as to any grant, loan, or other contractual obligation without the prior, written agreement of CEVA of USAV. During the term of this Agreement, Contractor is free to provide services to other persons, organizations and firms, as long as such services do not interfere with the Services to be provided hereunder.
2. **Payment / Consideration.** CEVA shall pay Contractor a fee of \$125/\$150/\$175 for the Term of this Agreement, unless sooner terminated in accordance with this Agreement, for Contractor’s performance of the Services. Payment shall be in U.S. dollars and shall be paid by CEVA on Tuesday of each week for the performance of Services occurring up to the Monday of such month. All payments under this Agreement shall be made payable to _____, or such other trade or business name designated by the Contractor.
3. **Term.** This Agreement shall commence on December 6th, 2009 and shall terminate on October 31, 2010 unless sooner terminated in accordance with this Agreement.
4. **Termination.** Either party may terminate this Agreement at any time during the Term for failure of performance or other breach of the Agreement by the other party. In the alternative, either party may terminate this Agreement without cause at any time during the Term by giving the other party no less than thirty (30) calendar days advance written notice of the effective date of termination. In the event of termination, payment is due only for Services performed up through the effective date of termination.
5. **Performance of Services.** Contractor shall perform the Services in a timely and workmanlike manner, subject to USAV’s plans, specifications, and completion schedule, and consistent with the usual and customary quality of such Services in Contractor’s general trade. Contractor agrees to be subject to and to comply with all state and federal laws applicable to the performance of the Services.

6. **Provision of Materials; Expenses.** Contractor shall be solely responsible for all business expenses associated with providing the Services, including but not limited to materials, tools and equipment; home office; vehicle; e-mail and Internet connection; cell phone; errors and omissions insurance; and any business licenses, unless otherwise agreed in writing by the parties.
7. **Confidential Information.** Contractor acknowledges that, during the course of performing the Services, Contractor may have access to and/or develop confidential business information of or for USAV, all of which shall be considered the confidential information of USAV. Contractor agrees that this information will be kept strictly confidential and shall not be disclosed to any third party either during the term of this Agreement or any time thereafter unless Contractor receives advance written permission from USAV or is compelled by law to do so.
8. **Contractor's Employees.** Contractor's employees, if any, shall not be considered employees of USAV. USAV shall have no right to hire, terminate or direct the employees of Contractor. Contractor shall be responsible for any training and instruction of its employees necessary to perform the Services under this Agreement. If any of Contractor's employees are determined to be employees of USAV, Contractor agrees to indemnify USAV for all liabilities, losses, claims, damages, costs and expenses incurred by USAV as a result of such determination.
9. **Benefits.** Contractor and its employees (if any) shall not, by virtue of this Agreement, be eligible for benefits and benefit plans available to USAV employees. Any benefits to be paid to Contractor and its employees shall be the sole responsibility of Contractor.
10. **Withholding and Contributions.** CONTRACTOR IS SOLELY RESPONSIBLE TO PAY ALL FEDERAL AND STATE INCOME TAX DUE ON PAYMENTS MADE TO CONTRACTOR UNDER THIS AGREEMENT. USAV SHALL HAVE NO RESPONSIBILITY FOR THE WITHHOLDING OR PAYMENT OF FEDERAL, STATE OR LOCAL TAXES, FOR WITHHOLDING OR CONTRIBUTIONS UNDER THE FEDERAL INSURANCE CONTRIBUTIONS ACT (SOCIAL SECURITY), OR FOR THE CONTRIBUTIONS UNDER THE FEDERAL OR STATE UNEMPLOYMENT TAX LAWS ON BEHALF OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES. ANY SUCH WITHHOLDING, PAYMENT, OR CONTRIBUTIONS SHALL BE THE SOLE RESPONSIBILITY OF CONTRACTOR.
11. **Workers' Compensation and Unemployment Insurance.** USAV SHALL PROVIDE NO WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE COVERAGE OR BENEFITS FOR CONTRACTOR OR CONTRACTOR'S EMPLOYEES, IF ANY. ANY SUCH COVERAGE AND BENEFITS SHALL BE THE SOLE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR AGREES TO PROVIDE TO USAV, UPON REQUEST, EVIDENCE OF WORKERS' COMPENSATION AND/OR UNEMPLOYMENT INSURANCE COVERAGE FOR CONTRACTOR AND ITS EMPLOYEES, IF ANY.

12. **Insurance.** USAV shall not be responsible to procure liability or other insurance on behalf of Contractor or its employees. Procurement of any insurance for Contractor's business or for Contractor or its employees shall be the sole responsibility of Contractor. Contractor warrants that it will obtain and maintain at all times during this Agreement vehicle liability and other insurance as required by state law for any and all vehicles used by Contractor or its employees in performing Services under this Agreement. Contractor hereby indemnifies USAV from, and holds USAV harmless for, any liability claim from any party arising out of any vehicle accident or injury associated with Services provided by Contractor or its employees under this Agreement.
13. **Ownership of Rights to the Materials.** All work product and materials produced by Contractor in fulfillment of this Agreement (the "Materials") shall be deemed works made for hire, and all right, title, interest and ownership in and to any such Materials prepared by Contractor are hereby assigned, transferred and conveyed to USAV. The parties agree that USAV owns and has the exclusive worldwide copyright in the Materials, including but not limited to the right to use, reproduce, display, make and distribute copies of, sell, lease, license, lend, and prepare derivative works on the basis of, the Materials. As to all Materials, Contractor hereby irrevocably waives all of its rights under 17 U.S.C. § 106A and any rights arising under any other federal or state law, or under the laws of any country, that conveys rights of the same nature as those conveyed under 17 U.S.C. § 106A or any other type of moral right or *droit moral*. USAV owns all other intellectual property rights in the Materials, including but not limited to all patent rights and all trademark and trade dress rights, together with any goodwill associated with such trademarks and trade dress.

Contractor agrees to provide all reasonable assistance, including confirmatory assignments and other documents, as requested by USAV for protecting and perfecting the rights assigned herein.

14. **Indemnification.** Contractor agrees to indemnify and hold USAV and its officers, directors, agents and employees harmless from and against any and all liabilities, losses, claims, damages, costs and expenses incurred by USAV, its officers, directors, agents, volunteers, and employees as a result of negligence or other misconduct by Contractor, its employees or agents in connection with the performance of the Services.
15. **Severance; Survival.** In the event that any clause or provision of this Agreement becomes or is found to be invalid or unenforceable for any reason, such clause or provision may be severed or modified to the extent necessary to make this Agreement valid and enforceable and, if such clause or provision is so severed or modified, the remainder of this Agreement shall continue unabated in full force and effect. The provisions of Sections 6-20 herein shall survive termination of this Agreement.
16. **Notice.** Notice under this Agreement shall be deemed given when personally delivered or when placed in writing and mailed by certified letter in the United States in a postage-paid envelope, return-receipt requested, properly addressed to the party for whom the notice is intended, at the address given herein or as provided by notice.

17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements.
18. **Amendment.** This Agreement may be amended, altered or revoked at any time in whole or in part only through a written instrument setting forth such changes signed by both parties.
19. **Waiver.** No provision of this Agreement shall be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision of this Agreement shall not be construed as a waiver of any other term or provision.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, United States of America. Venue and jurisdiction of any action regarding this Agreement shall be in the federal court of Oregon or the state courts of the County of Washington, State of Oregon, United States of America.

USAV and Contractor for themselves, their successors, personal representatives and assigns, hereby agree to the full performance of the covenants of this Agreement.

CONTRACTOR:

By: _____ Date: _____
 Name: _____ Address: _____

COMMISSIONER:

Signature **Date**

ATTACHMENT A

- Registers with USA Volleyball annually
- Follows & adheres to all guidelines set forth by USAV
- Follows & adheres to all guidelines set for by CEVA
- Attends annual training clinic
- Provides availability to officials assigner
 - Maintains and keeps accurate data of availability
 - Acceptance of assignment confirms your attendance
- Arrives on time for all assignments
- Adheres to Professional dress code
- Prepared to conduct assignment
- Follows through with expected assigned tasks
 - Reference: Head Officials Tournament Duties & Expectations