**2020 ECTB Holdings, LLC OFFICIALS**

**INDEPENDENT CONTRACTOR AGREEMENT**

**This Independent Contractor Agreement (the “Agreement”) is entered into this 18th day of April, 2020 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter the “Contractor”); the ECTB OFFICIAL (hereinafter the “OFFICIAL or CONTRACTOR”); and ECTB Holdings, LLC (hereinafter the “Tournament Organizer or ASSOCIATION”).**

 **RECITALS**

**WHEREAS, the Association is in need of OFFICIALS to accept temporary and periodic**

**Assignments to official games for weekend youth baseball tournaments organized by the**

**Tournament Organizer to be held at various baseball fields owned and controlled by third**

**party entities; and WHEREAS, Contractor has agreed to offer his/her services, on a periodic and temporary basis, to officiate at any given baseball field(s) for weekend youth baseball tournaments organized by the Tournament Organizer;**

**NOW, THEREFORE, the parties hereby agree as follows:**

**1. Contractor’s Services.**

Contractor shall have the option of accepting assignments from Association to provide his/her services,

on an ongoing temporary and periodic basis, to officiate baseball games for weekend youth baseball

Tournaments & Showcases organized by Tournament Organizer. Association shall have the option to offer assignments to Contractor as needed and requested. Specifically, Contractor shall, upon accepting an assignment from Association (hereinafter collectively the “Services”):

A. Arrive at each assigned baseball field sufficiently early before the scheduled start of the first baseball game of the day to permit the Contractor to complete his/her contracted Services for the Association. It is understood, however, that neither the Association nor the Tournament Organizer shall have the right to demand or direct the Contractor to arrive at an assigned baseball field at any specified time. Contractor is solely responsible to determine for himself/herself how much time it will take to perform the contracted Services and plan his/her arrival at an assigned baseball field accordingly;

B. Communicate the final score of each baseball game to the Tournament Organizer And/or the Tournament Organizer’s designee.

**2. Contractor Equipment.**

Contractor must own a cell phone. Contractor must use his/her own equipment in providing the

Association and Tournament Organizer the contracted Services contemplated by this Agreement. Contractor is asked to where proper officiating attire, including the colors of the Association where/when possible.

**3. Independent Contractor.**

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship, partnership or joint venture relationship between the Association and/or the Tournament Organizer and the Contractor. The consideration set forth in Section 3, above, shall be the sole consideration due Contractor for the Services rendered hereunder. It is understood that the Association and/or the Tournament Organizer will not withhold any amounts for payment of taxes from the compensation of Contractor hereunder. Contractor will not represent to be or hold himself/herself out as an employee of the Association and/or the Tournament Organizer. Contractor acknowledges that he/she shall not have the right or entitlement in or to any pension, retirement or other benefit programs now or hereafter available to the Association’s and/or the Tournament Organizer’s regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws shall be the Contractor’s sole responsibility and Contractor shall indemnify and hold Association and the Tournament Organizer harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of, or in connection with, said payments.

**4. Confidentiality.**

In the course of performing Services, Contractor recognizes that he/she may come in contact or become familiar with information which the Association and/or the Tournament Organizer may consider confidential. This information may be of value to a competitor of the Tournament Organizer. Contractor agrees to keep all such information confidential and not discuss or divulge it to anyone other than appropriate Association and/or Tournament Organizer personnel and/or their designees. Further, Contractor agrees that he/she will not retain record, transmit, send and/or use such information for the Contractor’s own economic benefit.

**5. Term.**

This Agreement shall commence on April 18th, 2020 and shall terminate on November 8th, 2020, unless earlier terminated by either party hereto, for any reason.

**6. Contractor’s Taxpayer I.D. Number.**

The Contractor’s taxpayer I.D. number is \_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_. The Association and/or the Tournament Organizer shall use, and include, the Contractor’s taxpayer I.D. number for purposes of completing IRS Form 1099, as required under federal law. The Association and/or the Tournament Organizer shall mail a Form 1099 to the Contractor on or before January 31, 2021.

**7. Competent Work.**

Payment under Section 3, above, for all Services performed under this Agreement requires the Services be performed in a competent manner and in accordance with all applicable standards of the profession.

**8. Representations & Warranties.**

The Contractor will make no representations, warranties, or commitments binding the Association

and/or the Tournament Organizer without their express prior consent.

**9. Non-Exclusive Agreement.**

Nothing in this Agreement shall be construed or understood as creating an exclusive engagement by

and/or between any of the parties to this Agreement. Contractor retains the right to provide Services, at

his/her sole discretion, to any individual and/or entity not a party to this Agreement. Contractor may refuse, at his/her sole discretion, any assignment offered to the Contractor by the Association. The Association and Tournament Organizer may contract, at their sole discretion, Services from any source the Association and/or the Tournament Organizer deem desirable. Nothing in this Agreement shall bind the Association to offer an assignment to the Contractor.

**10. Governing Law.**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

**WHEREFORE, the parties have executed this Agreement as of the date indicated above.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor (Print Name) Contractor (Signature)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Tournament Organizer (Print) Tournament Organizer (Signature)**