



Independent Contractor Ice Hockey Official Contract - Pittsburgh Ice Hockey Officiating, LLC

1. Limited Term. This Independent Contractor Ice Hockey Official Contract (the "Contract") is entered into between Pittsburgh Ice Hockey Officiating, LLC ("PIHO") and the undersigned official (hereinafter "you," "your," or "yourself"). You and PIHO are collectively referred to herein as the "Parties." This Contract is limited only to the game assignment(s) that you are offered and accept for the period commencing July 1, 2018 and ending June 30, 2019 (the "Season"), and this Contract shall terminate automatically at the end of the Season. Accordingly, this Contract does not apply to assignments to officiate any other games, including, without limitation, games at any time after June 30, 2019. PIHO makes no promise, express or implied, that you will be offered any officiating opportunities PIHO at any time after June 30, 2019. PIHO reserves the right, in its sole discretion and with or without cause, not to offer you any future officiating opportunities. You hereby agree that all future officiating contracts, if any, will be set forth in a separate written contract between you and PIHO.

2. Independent Contractor. You and PIHO each intend that for each and every game assignment, you will perform services as, and shall be treated as, an independent contractor and not an employee of PIHO. This Contract is not intended to be, and shall not be interpreted as, a contract of employment. You agree that you are properly classified as an independent contractor and shall be treated as such within the broadest possible meaning and application of all federal, state and local laws and regulations, including, without limitation, all laws and regulations addressing unemployment insurance, workers' compensation, industrial accidents, labor and employment matters, and taxes. In the performance your services under this Contract, your relationship with PIHO shall not at any time be considered a relationship of employer/employee, master/servant, agent/principal, joint venture or partnership. As an independent contractor, you understand and agree that you are not authorized to act on behalf of PIHO or bind PIHO in any manner. You also agree that you shall not hold yourself out to anyone as an employee, partner, agent or joint venturer of PIHO. You shall be paid on a "per game" basis, or in other words as "per job" basis, and not on an hourly wage or yearly salary. In addition, PIHO agrees to hire you on a "game-by-game" basis, and for no longer time period. Each game assignment shall be an independent work engagement subject to the terms of this Contract.

3. Your Right to Work Elsewhere. Nothing contained in this Contract is intended to, or will be construed to, restrict your right to provide services, as an ice hockey official or otherwise, to any other person or entity during the term of this Contract. You have the right to officiate for any other assignors, teams, leagues, associations, organizations and/or entities throughout the term of this Contract and following its termination. You also have the right to work elsewhere in any capacity – whether as an independent contractor, consultant, employee or otherwise – throughout the term of this Contract and following its termination.

4. No Employment Benefits. You understand and agree that, because you are an independent contractor, you will not be entitled to any benefits that may be customarily afforded to an employee, including, without limitation, medical, dental, vision, disability or other insurance benefits, vacations, holidays, sick or personal leave, workers' compensation, unemployment insurance, retirement or pension benefits or any other employee benefits.

5. No Tax Withholdings or Deductions. You acknowledge that PIHO will not deduct or withhold from payments to you any Federal Income Insurance Contributions Act ("FICA") taxes or any federal, state or local income taxes. PIHO will not pay on your behalf any FICA taxes or Federal Unemployment Tax Act ("FUTA") or state unemployment taxes. PIHO shall report payments to you on an IRS Form 1099. You acknowledge and understand that you must report and pay all applicable income and employment taxes, Self-Employment Contribution Act ("SECA") taxes, as well as any other required tax payments, with respect to all payments made to you by PIHO pursuant to this Contract. You also agree to indemnify and hold PIHO harmless from: (a) any claims for additional compensation or benefits arising from or related to your services as an official under this Contract; and (b) any tax liabilities imposed on you by any governmental authority as a result of any failure by you to report or pay any income taxes on payments made to you under this Contract.

6. Equipment. You agree that you are responsible for providing, at your own cost, the uniform and all other equipment (such as whistles, skates, and protective equipment) needed for you to perform services as an ice hockey official. PIHO shall have no obligation to provide you with such equipment or to pay you for any costs incurred by you to obtain or maintain such equipment.

7. Duties. You agree to officiate each game to which you are assigned to the best of your ability. You agree to enforce, abide by, and adhere to the applicable rules, procedures, protocols, and policies, including without limitation any policies relating to pre-game, in-game, and post-game responsibilities, (collectively, "Rules") as may be prescribed by any organization, league, governing body, tournament, association, or other entity associated with a particular game. PIHO shall provide you with reasonable advance notice of such Rules prior to each game assignment. Prior to receiving any game assignments, you shall provide to PIHO or its designated agents, as determined by PIHO, in writing: (a) proof of compliance with Pennsylvania Act 15 of 2015 relating to background clearances for persons in paid positions performing work in direct contact with children; (b) proof of registration with USA Hockey and compliance with its eligibility requirements, including completion of the USA Hockey SafeSport program and Mid-American District Background screening; and (c) any and all other documentation which PIHO may in its sole discretion request for the purposes of verifying your eligibility to officiate ice hockey games. You also agree and consent to PIHO using your name and likeness in connection with promotional materials created or circulated by PIHO or any of its clients, including without limitation, advertising, social media posts, websites, printed materials, and word-of-mouth.

8. Game Assignments. A game assignment constitutes a delegation and assignment to you of PIHO's contractual duty to provide ice hockey officiating services to its clients. By accepting a game assignment and undertaking a game assignment, you agree to accept the duty of appearing at and providing ice hockey officiating services for that particular game or games. The Director of Scheduling will provide you with proposed individual game assignments offered to you by PIHO, as well as the process for accepting or rejecting those proposed assignments. As an independent contractor, you retain control over which proposed game assignments you chose to accept and which proposed assignments you choose to decline. Thus, you have the right under this Contract to decline any

game or games to which you are assigned by PIHO. In its discretion, PIHO may require you to identify in writing which proposed assignments you have accepted and which ones you have rejected, and if you have rejected an assignment, the reason(s) why. You may not assign, delegate, or transfer your game assignments to any other person or entity without the express written consent of PIHO. In the event you wish to turn back an assignment after accepting it, you must provide written notification to PIHO as soon as possible, along with a reason for the turnback request. Any or all of the game assignments that you accept are also subject to immediate amendment, modification, or cancellation upon oral or written notice to you by PIHO when PIHO determines, in its sole and exclusive discretion, that such is in the best interest of PIHO and/or its clients, or if you fail to perform fully all requirements of this Contract. PIHO reserves the right, in its sole discretion, for any reason or no reason, to discontinue providing, or refuse to provide, you with any game assignment offers.

9. Fees and Expenses. For each game that you officiate, PIHO shall pay to you, and you agree to accept, the game fee set forth in the Horizon Web Ref assigning system (the "Game Fee"). PIHO reserves the right to increase or decrease Game Fees at any time up until seven (7) days prior to the date of any particular game. You will receive payment of your Game Fees on the following schedule:

(a) For Games taking place between August 1 and October 31, PIHO shall transmit payment to you by depositing a check in the mail prior to December 25.

(b) For Games taking place between November 1 and March 31, PIHO shall transmit payment to you by depositing a check in the mail prior to May 15.

10. Assumption of Risk. **You understand, acknowledge, and agree that performing ice hockey officiating services is an inherently dangerous, physically strenuous activity. You hereby assume all risk of injury and death associated with performing any task arising out of or related to your performance of your duties as set forth herein. PIHO shall under no circumstances be responsible for any injuries whatsoever that you may sustain through the performance of your duties as set forth herein, including any injuries sustained while travelling to or from a game assignment. It is strongly recommended that you consult your physician before engaging in any physically strenuous and/or dangerous activities such as officiating ice hockey.**

11. Insurance and Indemnification. You agree that you shall be responsible for obtaining, for your own benefit, medical, hospitalization, disability, workers' compensation, comprehensive general liability and any other forms of insurance in such amounts as you shall determine for any and all claims that you might incur: (a) in performing officiating services pursuant to this Contract, and (b) in traveling to or from any game site. You further agree, on behalf of yourself and your heirs, personal representatives, executors, administrators, successors and assigns, to indemnify and hold harmless PIHO, its members, directors, owners and agents and all of PIHO's clients with respect to any and all claims (including any claims brought by you or by any of your heirs, personal representatives, executors, administrators, successors and assigns), losses, liabilities or damage (including, without limitation, attorneys' fees) that arise out of or relate in any way to either: (a) your act(s) or omission(s) with respect to your performance of officiating services pursuant to this Contract, including, without limitation, any personal injury (including death) incurred by you in rendering services under this Contract or in traveling to or from any game site; or (b) any failure by you to obtain or maintain insurance required here-under during the term of this Contract.

12. Termination. This Contract shall terminate automatically at the end of the Season. You may terminate this Contract prior to that time by providing PIHO with 30 days of advance notice, in writing, in order to allow PIHO adequate time to find a replacement for any game assignments that you previously accepted. Any termination of this Contract will terminate PIHO's obligation to pay you for any Game Fees with respect to each and every game that you do not officiate.

13. Choice of Law. This Contract shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws principles. You and PIHO also agree that any dispute arising out of or relating to this Contract or your performance of officiating services here-under shall be brought exclusively in a state or federal court of competent jurisdiction located in Allegheny County, Pennsylvania.

14. Entire Agreement and Modifications. This Contract sets forth the entire agreement between the Parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to your performance of services for PIHO. Any amendments, supplements or modifications to this Contract shall not be valid unless they are made in a writing that is signed by you and an authorized representative of PIHO.

15. No Construction Presumptions. No statute, case law, or rule of interpretation or construction that would or might cause any provisions to be construed against the drafter of an agreement shall have any force or effect with respect to this Contract.

16. No Waiver. Any failure by PIHO to insist on strict performance of any terms of this Contract shall not be construed as a waiver by PIHO of any rights under Contract.

17. Severability. To the extent that any provision of this Contract shall be determined to be invalid or unenforceable, such provision shall be deleted from this Contract, but the validity and enforceability of the remainder of this Contract shall be unaffected. This Contract shall be construed in a manner that renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law.

18. Additional Provisions.

(a) You agree to provide PIHO with such information as may be required to assist PIHO with coordination of payments to you for the services you render pursuant to this Contract.

(b) You hereby consent to PIHO performing background and/or credit checks about you in a scope as broad as PIHO, in its sole discretion, deems necessary. PIHO may perform such background and/or credit checks at any time before, during or after the Season. You further agree to provide PIHO with any additional written authorization(s) or document(s) that PIHO may require in order to perform any such background and/or credit checks.