

**SERVICE AGREEMENT**

This AGREEMENT entered on this date between the GOLDEN GATE OFFICIALS BUREAU, a not-for-profit association (GGOB), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(OFFICIAL), with reference to the following facts: *(Please print your name)*

*The Golden Gate Officials Bureau (GGOB) and the OFFICIAL each acknowledge and recognize that in officiating of high school together with youth basketball athletics, the individual character of each OFFICIAL is an important factor in determining the eligibility of an OFFICIAL to provide such services.*

*As such, the GGOB warrants to the schools, youth basketball programs and young athletes that it services that its OFFICIALS are of the best character and are above reproach in honesty, integrity and moral values. Each OFFICIAL warrants, therefore, by the execution of this agreement, that there in nothing in their individual background which would call into question such qualifications. Specifically, each OFFICIAL represents that they have never been convicted of a felony or a crime of moral turpitude; i.e., conduct which is contrary to honesty, justice or morality. Each OFFICIAL acknowledges that a breach of this continuing representation is grounds for discharge from the GGOB.*

*OFFICIAL’S acknowledgment of this AGREEMENT warrants the GGOB Morals Clause, certifies and acknowledges that they have received, read and agree to abide by the GGOB’s Constitution and By-Laws and the CIF Code of Conduct (found on the GGOB website or a copy of which will be provided on request). Furthermore, OFFICIAL acknowledges that failure to abide by the responsibilities outlined in those documents may subject them to disciplinary action, up to and including termination of this AGREEMENT between the OFFICIAL and GGOB.*

GGOB has entered into Agreements with the Marin County Athletic League (MCAL), North Bay League (NBL), Sonoma County League (SCL), Bay Counties League (BCL), San Domenico, and the Marin School, to assign basketball officials to games and scrimmages in which League teams participate. (A blank copy of the Agreement (upon request) will be provided to OFFICIAL and is incorporated into this SERVICE AGREEMENT). The GGOB may also assign OFFICIAL to schools serviced by other accredited high school basketball associations in Northern California. Additionally, the GGOB may also assign OFFICIAL to youth basketball games. Game Fees will be mailed to OFFICIAL by the GGOB as the Game Fees are collected from the respective schools, other associations and youth basketball on or about December 15th, 31st, January 31st, and February 28th .

OFFICIAL wishes to work as an independent contractor, officiating basketball games within the geographical area of the League(s) and other basketball programs as referenced. OFFICIAL has reviewed the AGREEMENT between the GGOB and the League(s). OFFICIAL has further reviewed the rules, regulations, and procedures established by the GGOB.

WHEREFORE, it is AGREED as follows:

1. OFFICIAL hereby nominates and appoints the GGOB as their agent for purposes of assigning OFFICIAL to officiate basketball games in which League members and other basketball programs referenced, are participants within the geographic area of the league or referenced basketball program, or other areas that may be set forth by attachment to this service agreement.

2. OFFICIAL agrees that they has reviewed and will accept the Game Fees negotiated by the GGOB for the particular game assignments made by the GGOB, as set forth in the Fee Schedules published in the GGOB Policy Manual.

3. Where requested by a particular League or referenced basketball program, the GGOB may receive game fee payments due to OFFICIALS, depositing said payments into a GGOB account, and then paying the game fees out of the GGOB account to the OFFICIAL. OFFICIAL designates the GGOB as their agent for purposes of receiving said game fees from the League(s) or other referenced basketball programs and promptly paying such game fees over to the OFFICIAL, without deduction. The parties understand and that nothing in this SERVICE AGREEMENT creates any employer/employee relationship between the GGOB and OFFICIAL. Except for routine correspondence setting forth and requesting payment of the required game fees, the GGOB shall have no obligation to initiate any action to compel payment of past due officiating game fees. GGOB shall have no obligation to pay OFFICIAL any fee for officiating services unless and until funds covering said fee have been received by the GGOB.

4. OFFICIAL understands that the GGOB may levy and receive other fees from the League, and/or its member schools or referenced basketball programs for assigning officiating crews and for accounting services for basketball games assigned.

5. OFFICIAL agrees to pay dues for membership to both the CBOA and the GGOB as a precondition for receiving assignments. These fees – $75.00 and $80.00 respectively for the term of this Service Agreement – are designed to offset instructional booklets, meeting materials, subscription to the Arbiter service, the referee evaluation and mentoring/training program, membership in the National Association of Sports Officials (NASO), subscription to Referee magazine, insurance, as well as various assigning and administrative costs. All OFFICIALS receiving assignments from the GGOB are responsible for the membership dues. These fees are expressly for the items listed above, and create no other relationship between the OFFICIAL and the GGOB. In rare circumstances – and only with prior approval – an OFFICIAL may pay a per assignment fee in lieu of full GGOB dues when working a limited number of games, though the CBOA dues must be paid in full in order to be on the official roster.

6. OFFICIAL agrees and warrants to the GGOB that they have undergone a physical examination by a qualified physician within six (6) months prior to the beginning of the basketball season. OFFICIAL agrees that they will maintain a sufficiently physically fit condition to enable them to perform their duties throughout the term of this Service Agreement. OFFICIAL shall promptly notify the GGOB of any changes in the OFFICIAL’S physical or medical condition which might impair OFFICIAL’S ability to accept an assignment or perform as a basketball OFFICIAL or which might otherwise be detrimental to their health or of any player or other participant in a basketball game. The GGOB shall have the right to request proof of physical examination and further proof of sufficient physical condition at any time during this Service Agreement. Such request shall be made in writing mailed to OFFICIAL’S address as reported and kept on file by GGOB. OFFICIAL shall have 15 days from the date of mailing of such a request to provide evidence of compliance. Failure to provide proof of physical fitness to perform the duties of an OFFICIAL may result in loss of officiating assignments.

7. OFFICIAL understands that they enter into this Service Agreement and will accept officiating assignments only as an independent contractor. OFFICIAL understands that neither the Leagues or other referenced basketball programs, nor the GGOB carries (or is required to carry) Workers Compensation Insurance coverage for any injuries or damages incurred by OFFICIALS during the course and scope of officiating duties or travel to or from any destination assigned under this Service Agreement.

**8. OFFICIAL irrevocably agrees and covenants that they will defend, indemnify and hold harmless the GGOB, and its officers, directors, assignment managers, and members, without limitation, from and against any and all losses, claims, expenses, suits, damages, attorneys fees, costs, demands, damages or liabilities, joint or several, of whatever kind or nature arising out of or in any way caused by OFFICIAL’S performance of their duties in games, in field training sessions, in meetings, during travel, or from the costs and expenses actually incurred in defending against any such claims, losses, expenses, suits, costs, demands, or damages, or liabilities.**

9. As a condition of receiving game assignments, OFFICIALS in the GGOB must have a minimum of $1,000,000 of personal liability insurance. This coverage is now included in the CBOA membership noted above by the National Association of Sports Officials (NASO).

10. OFFICIAL agrees to the following Fees and Fines as set forth in the GGOB guidelines:

Fines:

$10 Fine for not contacting partner by noon the day before a game assignment.

$10 Fine for showing up to a game late (a minimum of 15 minutes prior to the start time).

ONE GAME FINE per missed game for a no show.

$10 Fine for a uniform violation.

Turnback Game Fees:

$5 Fee per game for more than 48 hour notice.

$10 Fee per game for 24 – 48 hour notice.

$25 Fee per game for less than 24 hour notice.

11. Before the OFFICIAL is eligible to be assigned basketball games, they must attend two (2) of the pre-season GGOB meetings, pass the CBOA High School Rules Review Exam with a 90% score or higher, and participate in at least two (2) GGOB-scheduled Scrimmages. OFFICIAL must also complete the CIF-mandated 18 hours of training, as set forth in the GGOB guidelines.

This Service Agreement shall bind both the OFFICIAL and the GGOB from October 1, 2016 to October 1, 2017. This service agreement may be terminated by either party, without cause, upon five (5) days prior written notice sent by certified mail, return receipt requested, by the party terminating the service agreement.

 This service agreement shall be effective on the last date set forth below:

 **Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Golden Gate Officials Bureau**

 *(Print Officials Name)*

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(*Officials Signature)* *(Signed by a GGOB representative)*

**Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Basketball/2016 Service Agreement