

**Capital District Chapter of New York State Certified Football Officials (CDFOA)  
Independent Contractor Agreement**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

I, \_\_\_\_\_, understand that I am an independent contractor and not an employee of Capital District Chapter of New York State Certified Football Officials (CDFOA) or any of its serviced entities (youth football and local schools of NYS Section II). In all matters having to do with participation in any and all CDFOA functions, no employee, master-servant, principal-agent, or other such relationship exists between any Member and the CDFOA. Rather, each Member is an independent contractor in all such functions including, without limitation: officiating football games, approved participation in team practices and scrimmages, participation in rules sessions and other such exercises, attendance at regular CDFOA meetings and other functions, traveling to and from any activities specifically enumerated herein, as well as to and from other such CDFOA activities not so specifically enumerated, and any and all other CDFOA-related activities in which any Member may engage.

The legal result and ultimate legal effect of the Members' independent contractor status described herein shall be that as defined by all applicable New York State Laws. However, for present purposes, and without limitation on the overall legal significance and effect of the independent contractor relationship as defined by such laws, it is specifically understood and agreed as follows:

- I. The CDFOA, its officers (individually or collectively), directors, of other members, representatives or principals, will have no liability to any Member for any injury or disability which the Member may sustain as a result of participating in any CDFOA function, or while in route to or from any such function.
- II. The CDFOA provides no primary health or dental insurance covering any Member for illness contracted or injuries sustained while involved in any CDFOA function or while in route to or from any such function, including, without limitation, the functions enumerated above, Any Member desiring such insurance coverage must provide the same for themselves.
- III. The CDFOA provides no workman's compensation, disability insurance or other type of insurance to provide coverage to any Member for any injuries sustained while participating in any CDFOA function, or while in route to or from any such function. Any Member desiring such insurance coverage must provide the same for themselves.
- IV. The CDFOA, its officers (individually or collectively), directors or other members, representatives or principals of CDFOA will have no vicarious or third-party liability for any injury or damage caused by any Member to any third-party while the Member is participating in any CDFOA function or activity, or while the Member is in route to or from any such function or activity.
- V. The CDFOA provides no liability insurance or other insurance against any claims made by third persons against any Member for any actions or omissions of the Member while he is engaged in, or in route to or from, any CDFOA function or activity. Any Member desiring such insurance coverage must provide the same for themselves.
- VI. Neither Federal, New York State, local income tax, nor any other payroll tax of any kind, shall be withheld or paid by the CDFOA on behalf of any Member. In accordance with the terms of this Agreement and the understanding of the parties herein, no Member shall be treated as an employee with respect to any services performed as a Member of the CDFOA for Federal or New York State tax purposes.
- VII. Each Member understands that they are responsible to pay their own income tax in accordance with Federal, New York State and local law. The Member further understands that they may be liable for Social Security (FICA) tax to be paid in accordance with all applicable laws.
- VIII. Each Member will provide his own equipment, materials and supplies; and unless otherwise agreed to in writing, the CDFOA will not be liable to any Member for any expenses they pay or incur for any such items, or for any other items whatsoever, including, without limitation: travel, lodging, medicines or drugs, food, or other items incidental to their participating in any CDFOA function.

I certify that as part of my duties and obligations, I shall:

1. Cooperate with the assignors and Executive Board when requested.
2. Not attempt to secure assignments for either myself or any organization from any entity that has been contracted to assign officials through the CDFOA nor work for any other competing officials association without approval of the Executive Board.
3. Act in a professional manner.
4. Wear the uniform prescribed by the Executive Board.
5. Arrive at contest sites within time frames prescribed by the assignors.
6. Give the assignors as much notice as possible when canceling an assignment and not cancel any assignment within twenty-four hours of the assignment except for extreme emergencies (i.e., family death, hospitalization, etc.).
7. Not switch any assignment without the knowledge and advance permission of the assignors.
8. Confirm all assignments with fellow officials and with local schools as directed by the assignors.
9. Notify the assignor immediately after the end of a contest in which there is an irregular, controversial, or unsportsmanlike act; an ejection; a forfeit; or a contest canceled for any reason.
10. Maintain my physical condition to be consistent with the effort required to fulfill my officiating responsibilities.
11. Not publicly criticize any official.
12. Not give any interviews with media without the prior approval of the Executive Board.
13. Attend clinics and meetings scheduled by the CDFOA.
14. Pay all dues, assessments, and fines on or before the due date prescribed.

I understand I am responsible for officiating all contests assigned to me by the assignors. I understand that my membership in the CDFOA does not obligate the assignors to make any minimum number of assignments nor ensure that I will officiate any contests at a certain level. I understand that the assignors will assign me based on my availability and demonstrated ability to officiate at certain levels.

If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law finds any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such a provision shall be deemed to be written, construed, and enforced under those limitations.

The undersigned Member further represents that they fully read this entire agreement and understands the same to his complete satisfaction. Both parties agree to abide and be governed by the terms of this agreement.