



LAS VEGAS ADULT BASEBALL UMPIRE'S ASSOCIATION

2012 UMPIRE AGREEMENT

Dear Prospective Umpire,

The purpose of this letter is to set forth the agreement between you and the Las Vegas Adult Baseball Umpires Association with respect to the terms and conditions upon which you agree to perform the duties of an umpire, hereinafter referred to as "I" or "me", operating as an independent contractor with Las Vegas Adult Baseball Umpires Association, hereinafter known as "LVABUA".

Effective as of the date of execution of this agreement, I shall be engaged by the LVABUA as an umpire with the appropriate applicant or member status, and serving in the capacity of an independently contracted baseball umpire.

In such a capacity, I understand and agree to abide by the rules, regulations, policies and procedures set forth by the LVABUA, Las Vegas Adult Baseball and/or League President and those outlined below.

1. I agree to work cooperatively with all umpires of the LVABUA. I further agree to work cooperatively with all players, managers, teams, officials and staff members of the LVABUA and/or Las Vegas Adult Baseball. Initial: _____
2. I agree to accept assignments for work as established by the appropriate LVABUA Assignor only after I have declared to said Assignor my specific availability for assignments. I alone will determine and report my availability to umpire to the LVABUA Assignor, Las Vegas Adult Baseball and/or the League President. Initial: _____
3. I agree to accept on a best effort basis all assignments regardless of level of play. Initial: _____
4. I agree to report changes of address and phone number(s) in a timely fashion to the LVABUA, Las Vegas Adult Baseball and/or the League President. Without such timely information, I realize it is impossible for LVABUA, Las Vegas Adult Baseball and/or the League President to keep me informed of matters concerning umpires functions, meetings, training, etc. Initial: _____
5. I agree that cancellation of an assignment, by the accepting umpire, shall be done with no less than 24 hours prior notice to the LVABUA Assignor, Las Vegas Adult Baseball and/or the League President. The LVABUA reserves the right to charge an assignment fee and/or penalty, as established by the League President, to any umpire canceling an assignment whereby the LVABUA Assignor is forced to reassign the game(s). Initial: _____
6. I agree to carry on my person at all times while officiating games, a copy of the most current League Rules as well as a copy of the Major League Rulebook for reference purposes. Initial: _____

7. I agree to be responsible for procurement of the appropriate and required uniform(s) and equipment necessary for the completion of my duties in completing the assignment. Also, I will be responsible for the cleanliness, repair, maintenance and eventual replacement of said uniforms and equipment. Initial: _____
8. Due to my status as an independent contractor, the LVABUA, Las Vegas Adult Baseball and the League President have advised me, that I am solely responsible for the carrying of and payment of personal liability insurance coverage(s) as required by the LVABUA, Las Vegas Adult Baseball and/or the League President. Initial: _____
9. It is agreed that the LVABUA, Las Vegas Adult Baseball and/or the League President will not provide me with medical insurance nor to any other umpires. All health issues are mine alone. When I declare my availability, and thereby request assignments, I am certifying I am prepared to carry-out any and all assignments as such and release the LVABUA, Las Vegas Adult Baseball and/or the League President from any and all responsibility as it may relate to my personal health issues. Initial: _____
10. It is agreed and understood that there are no employees of the LVABUA and/or Las Vegas Adult Baseball. The LVABUA and Las Vegas Adult Baseball is solely comprised of Independent contractors who, explicitly and expressly, agree that they are to receive their payment directly from the member teams of Las Vegas Adult Baseball at the time services are rendered (game time). Further, it is expressly understood that the LVABUA, Las Vegas Adult Baseball and/or the League President are merely vehicles for timely and efficient collection of umpire fees from the various member teams of Las Vegas Adult Baseball and that neither Mr. Kelly Nunes nor any other official of the LVABUA and/or Las Vegas Adult Baseball directly owe any money whatsoever to any umpire for any services that he/she might provide. Initial: _____
11. I understand and fully agree that I am solely responsible for the collection of fees I have earned for providing umpire services. If for any reason whatsoever the various member teams of Las Vegas Adult baseball are not forthcoming in payments to me, then any and all legal action(s) I may have to recoup said monies will be only against those member teams of Las Vegas Adult Baseball, and I agree to hold the LVABUA, Las Vegas Adult Baseball and/or Mr. Kelly Nunes harmless as to same. Initial: _____
11. I agree as an umpire of the LVABUA that I will generally not be supervised, but may from time to time be evaluated by the LVABUA, Las Vegas Adult Baseball and/or the League President. Initial: _____
12. I understand that the LVABUA, Las Vegas Adult Baseball and/or the League President may report all income earned by me through my association with the LVABUA to the appropriate taxing authority. Initial: _____
13. In consideration for my services rendered as an umpire of the LVABUA, the LVABUA shall provide me with a fee schedule for the 2012 season. The LVABUA, Las Vegas Adult Baseball and/or the League President shall report any changes in the 2012 fee schedule to me as soon as those changes have been made. In accepting any assignment to the LVABUA, I also agree the level of fees as established by the LVABUA, Las Vegas Adult Baseball and/or the League President. Currently the fees for officiating a game are \$60 per game. Initial: _____

14. I agree that any and all income records of the LVABUA and/or Las Vegas Adult Baseball are to be held in confidence. The LVABUA, Las Vegas Adult Baseball and/or the League President are free to use such records for the general business purposes of the LVABUA and/or Las Vegas Adult Baseball. Only with my individual approval may these records be released to any person, enterprise or authority. I hereby agree that the LVABUA, Las Vegas Adult Baseball and/or the League President is free to release any and all required information as a result of any properly served bonafide subpoena of any court or governmental authority. Initial: _____

15. I agree to always maintain a professional demeanor while officiating games and further agree that I shall never engage in or seek out confrontations between players, managers, teams, and/or spectators and myself. I shall at all times refrain from using profanity of any sort when engaging in my duties as an umpire. I understand that if I am found to be in violation of any of the rules set forth in this section I will be subject to immediate termination from my association with the LVABUA and/or Las Vegas Adult Baseball. Initial: _____

16. This agreement will continue until terminated by the LVABUA, Las Vegas Adult Baseball and/or the League President. I am free to terminate this agreement at will, but shall do so in writing and properly delivered to the LVABUA, Las Vegas Adult Baseball and/or the League President. Initial: _____

17. Any controversy or claim arising out of or relating to this agreement, or the breach thereof shall be settled under the laws of the State of Nevada and both parties hereby agree to mediate any and all differences that may arise between them. I do hereby irrevocably covenant, promise and agree to indemnify the LVABUA, Las Vegas Adult Baseball, the League President, appointed staff and/or individual members and hold them harmless from and against any and all losses, claims, expenses, suits, costs, demands, damages, or liabilities, joint or several, or whatever kind or nature which they may sustain or to which they may become subject arising out of or relating in any way to the performance of my duties in training, meetings, or in the assignment as an umpire of the LVABUA, including without limitation in each case attorney's fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages, or liabilities. Initial: _____

PRINT NAME: _____ SSN#: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ CELL: _____

DOB: _____ AGE: _____ EMAIL ADDRESS: _____

Umpire Signature: _____ Date: _____

LVABUA/LVAB Official Signature: _____