

## INDEPENDENT CONTRACTOR AGREEMENT – PLAY PRODUCTION

This Agreement is made by and between the Nebraska School Activities Association (“NSAA”) and \_\_\_\_\_ (“Judge”).

1. **Judging Services.** The NSAA agrees to contract with the Judge for judging for the following NSAA postseason competition(s):

Event(s): \_\_\_\_\_

Site(s): \_\_\_\_\_

2. **Compensation.** In consideration of the services to be performed by the Judge, the NSAA shall compensate the Judge in the amount of \$20.00 per play at Districts and \$22.50 per play at State, which is intended to cover all services and costs unless otherwise contained in this Agreement. Judges are only entitled to compensation upon full satisfaction of this Agreement. For example, if the Agreement is terminated prior to completion of any designated competition due to weather, conduct of the Judge, or any other reason, the Judge is not entitled to compensation, mileage, or any other payment from the NSAA.
3. **Mileage.** Judges are encouraged to carpool whenever possible. If the Judge is required to drive his/her own vehicle, the Judge will be paid mileage using the following formula: one-way miles (to the site of the competition host) x number of trips made x \$1.00. Judges whose mailing address is within the competition’s host city will not be paid mileage. No other mileage, such as during breaks during a contest, for meals, is paid by the NSAA.
4. **Independent Contractor.** The parties acknowledge and agree that at all times the Judge shall be an independent contractor and not an employee of the NSAA. At all times covered by this Agreement, the Judge shall exercise the Judge’s own independent professional judgment in connection with the performance of services under this Agreement. The NSAA may provide general assistance, information, and coordination details to the Judge, but the Judge is expected to use his/her own clothing (appropriate to the competition), equipment, and independent judgment in executing these services. The Judge agrees that he/she is not an employee of the NSAA for any purpose whatsoever, including unemployment tax, social security contributions, income tax

withholding or workers compensation, whether state or federal. The Judge agrees to pay and be solely responsible for all applicable taxes, both state and federal, in connection with amount paid by the NSAA to the Judge.

5. **Liability, Insurance, and Indemnification.** The work performed under this Agreement will be performed entirely at the Judge's own risk, and the Judge assumes all responsibility for all legal liability associated with the performance of services under this Agreement. The Judge agrees to indemnify and hold the NSAA harmless from any and all liability or loss arising in any way arising out of the performance of this Agreement. The Judge shall provide for the Judge's own insurance for all purposes, including but not limited to general liability and injury to the Judge or others. The Judge shall provide proof of this coverage to the NSAA upon request of the NSAA Executive Director or his/her designee. The NSAA, without notification to the Judge, may procure insurance coverage for the aforementioned competition(s) which may or may not also cover any aspect of the Judge's services to be performed.
6. **Compliance with Laws and NSAA Rules.** The Judge shall perform the services called for herein in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any government, governmental agency, or public or private regulatory body, including the National Federation of State High School Associations and any others applicable to the officiating services provided in this Agreement. The Judge agrees to be governed by and comply with all provisions of the NSAA Constitution, Bylaws, rulings, regulations, and any other rules promulgated by the NSAA, including the NSAA Judges Manual, activity-specific handbooks, any rules specific to the aforementioned competition(s).
7. **Termination of Agreement.** This Agreement may be terminated by the NSAA at any time and for any reason prior to or during any competition, without prior notice to the Judge and without any due process unless otherwise required by law, with such reasons including but not limited to failure to comply with any provision of this Agreement; for failure of confidence in the Judge by the NSAA; and because a more suitable Judge is available. In the event this Agreement is terminated, an authorized NSAA representative will notify the Judge orally or in writing, and such notice shall terminate this Agreement immediately unless otherwise indicated by the NSAA representative.

8. **Employment Eligibility Verification.** To the extent required by state or federal law, the Judge shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska.
9. **Taxpayer Identification.** The Judge shall provide the NSAA with all required information in order to allow the NSAA to provide payment for services rendered to the Judge. If the Judge uses a social security number and does not have a federal employer identification number, the Judge will provide the Judge's social security number and any other requested information to the NSAA for use only in applicable local, state, and federal tax and other legal requirements.
10. **Entirety of Agreement and Amendments.** The parties certify that they have read this Agreement, fully understand its terms and conditions and agree that this Agreement constitutes the entire agreement between the Judge and the NSAA and that no representations, promises, agreements, or undertakings, written or oral, not herein contained shall be of any force and effect. This Agreement shall be subject to modification only by written agreement signed by the Judge and by a duly authorized representative of the NSAA.
11. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
12. **Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have executed this Agreement.

\_\_\_\_\_  
NSAA Authorized Representative

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

\_\_\_\_\_  
Judge

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