



Carolina Regional Volleyball Association

Professional Referee Independent Contractor Agreement

THIS AGREEMENT, dated _____, is entered into by and between the Carolina Regional Volleyball Association (“CRVB”) and _____ (“Contractor”).

WHEREAS, CRVB desires to utilize Contractor’s services as outlined in greater detail on Attachment A (the “Services”), and Contractor desires to perform the Services, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Independent Contractor Relationship.** Contractor will operate as an independent contractor and not as an employee of CRVB or USA Volleyball. Contractor and CRVB’s operations are separate and distinct, and nothing in this Agreement creates a joint venture, partnership, or other such relationship between CRVB and Contractor. Contractor will have no right to enter into or bind CRVB in any manner as to any grant, loan, or other contractual obligation without the prior, written agreement of Kevin Wendelboe of CRVB. During the term of this Agreement, Contractor is free to provide services to other persons, organizations and firms, as long as such services do not interfere with the Services to be provided hereunder.
2. **Payment / Consideration.** CRVB will pay Contractor for Services, as outlined on the Carolina Region Tournament Pay document. Payment will be in U.S. dollars and will be paid within three weeks of the assignment. All payments under this Agreement will be made payable to the Contractor or such other trade or business name designated by the Contractor. All compensation paid to Contractor under the terms of this Agreement will be reported to the Internal Revenue Service (“IRS”) on Form 1099, under the Contractor’s employer identification number or social security number as designated by the Contractor.
3. **Term.** This Agreement will commence on September 1, 2024 and will terminate on August 31, 2025 (the “Term”) unless sooner terminated in accordance with this Agreement. Any extension of the Term will be subject to mutual written agreement between CRVB and Contractor.
4. **Termination.** Either party may terminate this Agreement at any time during the Term for failure of performance or other breach of the Agreement by the other party. In the alternative, either party may terminate this Agreement without cause at any time during the Term by giving the other party no less than thirty (30) calendar days’ advance written notice of the effective date of termination. In the event of termination, a prorated payment is due only for Services performed up through the effective date of termination.

5. **Performance of Services.**
- a. In order for Contractor to be eligible to provide Services at Events, Contractor must:
 - (i) Be a current member (in good standing) with CRVB or USA Volleyball;
 - (ii) Pass the USA Volleyball Background Screen (CRVB will pay the fee for this background screen);
 - (iii) Complete the annual Safesport course; and
 - (iv) Complete a referee and scorer clinic and pass the annual tests.
 - b. Contractor will pre-select which tournaments, clinics, and/or rating (“Events”) during which Contractor is available to provide Services on behalf of CRVB. Should Contractor be unable to provide Services for a pre-selected Event, Contractor must notify CRVB as soon as practicable, but not less than 3 days prior to said Event.
 - c. CRVB is not obligated to Contractor to make any minimum number of Events, nor assignments to a certain level of Events.
 - d. CRVB does not and will not control or direct the manner or means by which Contractor performs the Services. However, Contractor will devote sufficient time and resources to ensure that the Services are performed in a timely and workmanlike manner, and consistent with the usual and customary quality of such Services in Contractor’s general trade.
 - e. Contractor agrees to be subject to and to comply with all state and federal laws applicable to the performance of the Services.
6. **Provision of Materials; Expenses.** Contractor will be solely responsible for all business expenses associated with providing the Services, including but not limited to materials, tools and equipment; home office; vehicle; e-mail and Internet connection; cell phone; errors and omissions insurance; and any business licenses, unless otherwise agreed in writing by the parties or as outlined in the CRVB Officials/Clinician/Rater Travel Policy.
7. **Confidential Information.** Contractor acknowledges that, during the course of performing the Services, Contractor may have access to and/or develop confidential business information of or for CRVB, all of which will be considered the confidential information of CRVB. Contractor agrees that this information will be kept strictly confidential and will not be disclosed to any third party either during the term of this Agreement or any time thereafter unless Contractor receives advance written permission from CRVB or is compelled by law to do so.

8. **Contractor's Employees.** Contractor's employees, if any, will not be considered employees of CRVB. CRVB will have no right to hire, terminate or direct the employees of Contractor. Contractor will be responsible for any training and instruction of its employees necessary to perform the Services under this Agreement. If any of Contractor's employees are determined to be employees of CRVB, Contractor agrees to indemnify CRVB for all liabilities, losses, claims, damages, costs and expenses incurred by CRVB as a result of such determination.
9. **Benefits.** Contractor and its employees (if any) will not, by virtue of this Agreement, be eligible for benefits and benefit plans available to CRVB employees. Any benefits to be paid to Contractor and its employees will be the sole responsibility of Contractor.
10. **Withholding and Contributions.** CONTRACTOR IS SOLELY RESPONSIBLE TO PAY ALL FEDERAL AND STATE INCOME TAX DUE ON PAYMENTS MADE TO CONTRACTOR UNDER THIS AGREEMENT. CRVB WILL HAVE NO RESPONSIBILITY FOR THE WITHHOLDING OR PAYMENT OF FEDERAL, STATE OR LOCAL TAXES, FOR WITHHOLDING OR CONTRIBUTIONS UNDER THE FEDERAL INSURANCE CONTRIBUTIONS ACT (SOCIAL SECURITY), OR FOR THE CONTRIBUTIONS UNDER THE FEDERAL OR STATE UNEMPLOYMENT TAX LAWS ON BEHALF OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES. ANY SUCH WITHHOLDING, PAYMENT, OR CONTRIBUTIONS WILL BE THE SOLE RESPONSIBILITY OF CONTRACTOR.
11. **Workers' Compensation and Unemployment Insurance.** CRVB WILL PROVIDE NO WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE COVERAGE OR BENEFITS FOR CONTRACTOR OR CONTRACTOR'S EMPLOYEES, IF ANY. ANY SUCH COVERAGE AND BENEFITS WILL BE THE SOLE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR AGREES TO PROVIDE TO CRVB, UPON REQUEST, EVIDENCE OF WORKERS' COMPENSATION AND/OR UNEMPLOYMENT INSURANCE COVERAGE FOR CONTRACTOR AND ITS EMPLOYEES, IF ANY.
12. **Insurance.** CRVB will not be responsible to procure liability or other insurance on behalf of Contractor or its employees. Procurement of any insurance for Contractor's business or for Contractor or its employees will be the sole responsibility of Contractor. Contractor warrants that it will obtain and maintain at all times during this Agreement vehicle liability and other insurance as required by state law for any and all vehicles used by Contractor or its employees in performing Services under this Agreement. Contractor hereby indemnifies CRVB from, and holds CRVB harmless for, any liability claims from any party arising out of any vehicle accident or injury associated with Services provided by Contractor or its employees under this Agreement. Contractor is advised to obtain and maintain Contractor's own medical and disability insurance for officiating-related work. However, as a member of USA Volleyball, Contractor could be covered by USA Volleyball's liability and secondary health insurance policies during sanctioned events. By executing this Agreement, Contractor acknowledges and agrees that neither CRVB nor USA Volleyball will be liable to Contractor in the event of any injury or loss of any type.

13. **Ownership of Rights to the Materials.** All work product and materials produced by Contractor in fulfillment of this Agreement (the “Materials”) will be deemed works made for hire, and all right, title, interest and ownership in and to any such Materials prepared by Contractor are hereby assigned, transferred and conveyed to CRVB. The parties agree that CRVB owns and has the exclusive worldwide copyright in the Materials, including but not limited to the right to use, reproduce, display, make and distribute copies of, sell, lease, license, lend, and prepare derivative works on the basis of, the Materials. As to all Materials, Contractor hereby irrevocably waives all of its rights under 17 U.S.C. § 106A and any rights arising under any other federal or state law, or under the laws of any country, that conveys rights of the same nature as those conveyed under 17 U.S.C. § 106A or any other type of moral right or *droit moral*. CRVB owns all other intellectual property rights in the Materials, including but not limited to all patent rights and all trademark and trade dress rights, together with any goodwill associated with such trademarks and trade dress.

Contractor agrees to provide all reasonable assistance, including confirmatory assignments and other documents, as requested by CRVB for protecting and perfecting the rights assigned herein.
14. **Indemnification.** Contractor agrees to indemnify and hold CRVB and its officers, directors, agents and employees harmless from and against any and all liabilities, losses, claims, damages, costs and expenses incurred by CRVB, its officers, directors, agents, volunteers, and employees as a result of negligence or other misconduct by Contractor, its employees or agents in connection with the performance of the Services.
15. **Severance; Survival.** In the event that any clause or provision of this Agreement becomes or is found to be invalid or unenforceable for any reason, such clause or provision may be severed or modified to the extent necessary to make this Agreement valid and enforceable and, if such clause or provision is so severed or modified, the remainder of this Agreement will continue unabated in full force and effect. The provisions of Sections 6-20 herein will survive termination of this Agreement.
16. **Notice.** Notice under this Agreement will be deemed given when personally delivered or when placed in writing and mailed by certified letter in the United States in a postage-paid envelope, return-receipt requested, properly addressed to the party for whom the notice is intended, at the address given herein or as provided by notice.
17. **Assignment.** Contractor will not assign any rights, or delegate or subcontract any obligations under this Agreement without CRVB’s prior written consent. Any assignment in violation of the foregoing will be deemed null and void.
18. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements.
19. **Amendment.** This Agreement may be amended, altered or revoked at any time in whole or in part only through a written instrument setting forth such changes signed by both parties.

20. **Waiver**. No provision of this Agreement will be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision of this Agreement will not be construed as a waiver of any other term or provision.
21. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, United States of America. Venue and jurisdiction of any action regarding this Agreement will be in the federal court of North Carolina or the state courts of the County of Forsyth, State of North Carolina, United States of America.

CRVB and Contractor for themselves, their successors, personal representatives and assigns, hereby agree to the full performance of the covenants of this Agreement.

Attachment A: Description of Services

The scope of the Services to be provided by Contractor include the following:

- (a) Provide officiating services for sanctioned events in the Carolina Region of USA Volleyball, including all officiating services for tournaments, clinics, and ratings (“Events”);
- (b) Travel to and from all Events;
- (c) Abide by all the policies of the Carolina Region and USA Volleyball as outlined in the Carolina Region’s By-laws, 2025 Operating Code, USAV membership Code of Conduct; and
- (d) Abide by all guidelines of the PAVO Officials Code of Conduct.

Attachment B: Fee Schedule

Contractor will be compensated in accordance with the following fee schedule:

- (a) For a normal, one-day regular season tournament:
- \$225 (National/Jr National);
 - \$210 (Retired Nationals);
 - \$200 (Regional);
 - \$190 (Provisional);
 - \$185 (Jr. Regional/Junior)
- (b) Additionally, travel of \$7.50 per 30 miles driven (with a minimum of \$15) to the site will be paid to drivers (maximum of \$75.00). Carpooling is encouraged for officials from the same area.
- (c) A bonus on the base pay will also be paid for officials working more than six regular season tournament weekends (effective on the seventh and later tournament weekends).