

SURVA INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated _____, is entered into by and between Sun Country Region Volleyball ("SURVA") and _____ ("Contractor").

WHEREAS, SURVA desires to utilize Contractor's services as a USAV and SURVA registered volleyball official, and Contractor desires to perform the Services, in accord 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 SURVA. Contractor and SURVA operations are separate and distinct, and nothing in this Agreement creates a joint venture, partnership, or other such relationship between SURVA and Contractor. Contractor shall have no right to enter into or bind SURVA in any manner as to any grant, loan, or other contractual obligation without the prior, written agreement of the Commissioner of SURVA. 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.** During the term of this Agreement, Contractor will be utilized "as needed" by SURVA. SURVA shall pay Contractor the current SURVA published rate fee per tournament commensurate to the Contractor's assigned competency level unless sooner terminated in accordance with this Agreement, for Contractor's performance of the Services. Payment shall be in U.S. dollars and shall be paid by SURVA on a timely basis not to exceed 30 days. All payments under this Agreement shall be made payable to Contractor.
3. **Term.** *This Agreement shall commence on _____ and shall remain in effect until duly terminated by independent contractor and/or SURVA, or until this agreement is revoked or revised.*
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 event of termination, payment is due only for Services performed up through the effective date of termination.
5. **Performance of Services.** Contractor shall perform the Services in a timely and workmanlike manner, subject to SURVA's plans, specifications, and completion schedule, and consistent with the usual and customary quality of such Services in Contractor's general trade. 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 shall be solely responsible for all business expenses associated with providing the Services, including but not limited to memberships, dues, materials, tools and equipment, current background screening, 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.
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 SURVA, all of which shall be considered the confidential information of SURVA. Contractor agrees that this information will be kept strictly confidential and shall 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 SURVA or is compelled by law to do so.
8. **Withholding and Contributions.** CONTRACTOR IS SOLELY RESPONSIBLE TO PAY ALL FEDERAL AND STATE INCOME TAX DUE ON PAYMENTS MADE TO CONTRACTOR UNDER THIS AGREEMENT. SURVA SHALL 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 SHALL BE THE SOLE RESPONSIBILITY OF CONTRACTOR.
9. **Workers' Compensation and Unemployment Insurance.** SURVA SHALL PROVIDE NO WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE COVERAGE OR BENEFITS FOR CONTRACTOR. ANY SUCH COVERAGE AND BENEFITS SHALL BE THE SOLE RESPONSIBILITY OF CONTRACTOR.
10. **Insurance.** SURVA shall not be responsible to procure liability or other insurance on behalf of Contractor. Procurement of any insurance for Contractor's business or for Contractor shall 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 in performing Services under this Agreement. Contractor hereby indemnifies SURVA from, and holds SURVA harmless for, any liability claim from any party arising out of any vehicle accident or injury associated with Services provided by Contractor under this Agreement.
11. **Ownership of Rights to the Materials.** All work product and materials produced by Contractor in fulfillment of this Agreement (the "Materials") shall 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 SURVA. The parties agree that SURVA 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*. SURVA 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 SURVA for protecting and perfecting the rights assigned herein.

12. **Indemnification.** Contractor agrees to indemnify and hold SURVA and its officers, directors, agents and employees harmless from and against any and all liabilities, losses, claims, damages, costs and expenses incurred by SURVA, 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.
13. **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 shall continue unabated in full force and effect. The provisions of Sections 6-18 herein shall survive termination of this Agreement.
14. **Notice.** Notice under this Agreement shall 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.
15. **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.
16. **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.
17. **Waiver.** No provision of this Agreement shall be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision of this Agreement shall not be construed as a waiver of any other term or provision.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the States of New Mexico, Texas and Colorado, the United States of America, wherever such governance occurs. Venue and jurisdiction of any action regarding this Agreement shall be in the federal court of Texas or New Mexico or the state courts of Texas or New Mexico, United States of America, wherever such venue and jurisdiction occurs.

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

CONTRACTOR:

By (Signature): _____ Date: _____

Name (Print): _____

SURVA:

By: _____ Date: _____

Name & Title _____

ATTACHMENT A

The scope of the services to be provided by Contractor includes the following:

Volleyball Official and/or Volleyball Tournament Staff Member