

Agreement

This Agreement is made and entered into this _____ day of _____, by and between **Monarch Little League**, hereinafter referred to as "League", and _____, hereinafter referred to as "Umpire"

Whereas, League and Umpire have entered into an agreement in which Umpire agrees to umpire Little League baseball games pursuant to a schedule prepared by League; and

Whereas, League and Umpire want to establish the independent contractor status of Umpire through the use of written document as provided for in C.R.S. 8-40-202(2)(b);

Now, Therefore, in consideration of the mutual covenants and promises contained herein, the parties acknowledge and agree as follows:

1. The parties hereto acknowledge and agree that the agreement entered into by them does not require the Umpire work exclusively for the League, except that the umpire may choose to work exclusively for the League for the finite period of time agreed upon.
2. The League will not establish a quality standard for Umpires; however, Umpire shall perform pursuant to the agreement between the parties in which the Umpire agrees to work games;
3. Umpire will not be paid a salary or at an hourly rate, but instead will be paid at the fixed rate per game agreed upon by parties;
4. The League shall not provide more than minimal training for the Umpire, but will provide feedback on performance with suggestions for improved, and the League shall not provide benefits to the Umpire, the League may supply equipment;
5. The League will provide the schedule of games available that the Umpire will agree to work;
6. The League and Umpires are separate and distinct businesses;
7. Umpire shall indemnify and hold harmless the League for any claims made based upon the Contract, and the agreement by the parties for the Umpire to work games, and for any claims made for taxes, worker's compensation premiums, and unemployment compensation premiums; Umpire recognizes that injury may result as result of work performed under the Agreement, and agrees to indemnify and hold harmless the League in this event as well. The League shall also be indemnified for costs of defending any such actions, including attorney fees and all costs;
8. In the event of a dispute regarding the provisions of this Contract, the prevailing party in any resolution of that dispute shall be entitled to its costs, including reasonable attorney fees, whether the matter proceeds to litigation or not;
9. The Umpire is not entitled to Worker's Compensation benefits and the Umpire is obligated to pay federal and state income taxes on any monies earned pursuant to this contract.

Monarch Little League

Umpire-Please Print _____

By: _____ Date: _____ Signature _____ Date _____