

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made between Grandville Youth Baseball, Inc. (a.k.a. Grandville Little League), of Grandville, Michigan, and _____, with an address of _____. In case of Minor, of _____ (parents or legal guardian) of _____. In this Agreement, the party who is contracting to receive the services shall be referred to as "GVLL", and the party who will be providing the services shall be referred to as "Contractor".

1. **Term of Agreement.** This Agreement shall become effective when signed by both parties and shall continue until termination by either party. All provisions of this Agreement shall apply to all services and all periods of time in which the Contractor renders services for the GVLL. This Agreement shall terminate automatically on December 31, _____.
2. **Terminating the Agreement.** For any reason desired, either party may terminate this Agreement by giving written notice of termination to the other party. With reasonable cause, either party may terminate this Agreement immediately by giving written notice of termination to the other party. For purposes of this Agreement, reasonable cause shall be defined as:
 - A material violation of this Agreement, or
 - Any act exposing the other party to liability to third parties for personal injuries or damage to property, real or personal.
3. **Services to be Performed.** Beginning on January 1, _____, Contractor will provide the following services (collectively, the "Services"): Officiate baseball and/or softball games.
4. **Compensation.** In consideration for the services to be performed by Contractor, GVLL will pay compensation per game as follows:

Division	Plate Umpire	Base Umpire
Minor AA (9-10 year olds)	\$15	\$15
Minor AAA (11-12 year olds)	\$20	\$15
Major (11-12 year olds)	\$20	\$15
Junior (13-14 year olds)	\$25	\$20
Senior (15-16 year olds)	\$30	\$25

This compensation shall be paid per posted pay period. Contractor will also be reimbursed for all preapproved expenses.

5. **Equipment.** GVLL will provide equipment to Contractor if Contractor does not have equipment necessary for the service provided.
6. **Independent Contractor Status.** Your relationship to GVLL shall be that of an independent contractor and not of an officer, employee, or agent of the GVLL. GVLL shall have no liability to you except to pay your compensation and to reimburse your expenses. GVLL will not withhold FICA (Social Security and Medicare taxes) from your compensation or make FICA payments on your behalf. Likewise, GVLL will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, and does not hold liability for worker's compensation or unemployment insurance for the benefit of Contractor.
7. **Competition.** During the term of this Agreement, you may perform services for any person or organization that competes with the GVLL without the prior written consent of GVLL.

8. **Insurance.** Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless GVLL from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts.
9. **Exclusive Agreement.** This is the entire Agreement between Contractor and GVLL.
10. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.
11. **Disputes Resolution.** Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that GVLL violated any state or federal statutes, common law doctrine, or committed any tort with respect to Contractor shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.
12. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

GRANDVILLE LITTLE LEAGUE:

Dated: _____

CONTRACTOR:

PARENT/LEGAL GUARDIAN:

Dated: _____

Dated: _____

Prepared By:
 JENNIFER M. RACINE
 Attorney at Law
 4060 Chicago Drive
 Grandville, Michigan 49418
 (616) 530-2332