

1099 Contracting Services Agreement
High School Varsity and Sub-Varsity Athletic Events

Section I. Agreement for Independent Contracting Services (IRS Form 1099), [SCHOOL NAME] referred to as CONTRACTING PARTY, and [ASSOCIATION NAME], referred to as INDEPENDENT CONTRACTOR, agree that the INDEPENDENT CONTRACTOR shall perform the following services for CONTRACTING PARTY:

Provide officiating services for [NAME OF SCHOOL], [City, State, Zip], for 2011 [Varsity or Sub Varsity (Sport)] contests at the following rate of pay, \$.00 per home game. Travel fee is \$.00 per crew, per home game. Financial terms are set by Georgia High School Association (GHSA), governing body of interscholastic athletics and activities.

Section II. The above athletic games played by GHSA member school will be played under the rules as adopted by the National Federation Rules Committee of the National Federation of State High School Associations with rule exceptions adopted by the Georgia High School Association (GHSA). See page 2, referencing GHSA Bylaws, paragraph 2-93, Interrupted Games.

Section III. Contest schedule, with dates and times is attached. Contracting Party will notify Independent Contractor of any changes prior to the first home game and during the regular season within 24/48 hours via eMail and/or phone.

Section IV. This agreement shall begin on [Month, Day, Year] and shall terminate on [Month, Day, Year], unless earlier terminated. Contracting Party may terminate this Agreement by giving a seven (7) day notice to GHSA Office and Independent Contractor via email and/or telephone for unsatisfactory performance. The suspension or termination of its membership in the GHSA by either of the parties to this Agreement shall render this Agreement null and void.

Section V. Both parties acknowledge that the Independent Contractor status is valid and that the Contracting Party would not have entered into this Agreement unless the other party was an Independent Contractor and warranted the same to the Contracting Party by signing this Agreement below. Independent contractor is Approved by Georgia High School Association (GHSA).

Section VI. Independent Contractor will submit invoice for payment during last week of home game. Contracting Party agrees to process invoice in a timely matter. No on-site payment(s) will be made to an officiating crew sent by the independent contractor.

Section VII. Contracting Party agrees to mail remittance or make electronic deposit into contractor's bank account.

PAY TO THE ORDER OF [ASSOCIATION NAME] [Bank Account Number]

MEMO [TAX ID NUMBER: XX - XXXXXXX]

Mail to: [Address] or [PO Box] [City, State & Zip]

Section VIII.

To protect the school district and school, independent contractor representative must sign this agreement to safeguard Contracting Party's interests should an IRS audit be conducted. School district is required to document the Independent Contractor's role as a 1099 contractor as opposed to being an employee.

Section IX.

THIS IS AN AGREEMENT FOR INDEPENDENT CONTRACTING SERVICES. THE CONTRACTING PARTY PROVIDES NO BENEFITS SUCH AS UNEMPLOYMENT INSURANCE, HEALTH INSURANCE OR WORKER'S COMPENSATION INSURANCE TO INDEPENDENT CONTRACTOR. CONTRACTING PARTY IS ONLY INTERESTED IN THE RESULTS OBTAINED BY THE INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TOOLS AND MATERIALS REQUIRED FOR PERFORMANCE OF THE TASKS AGREED TO. INDEPENDENT CONTRACTOR IS RESPONSIBLE FOR FILING OF FEDERAL TAX REPORTING FORM(S). CONTRACTING PARTY WILL PROVIDE FORM 1099 AND SUBMIT FORM 1096 IN ACCORDANCE WITH IRS DIRECTIVES.

Independent Contractor agrees to provide Contracting Party a signed IRS Form W-9, should one not be on file.

No Form W-9 and/or No "Payee Exempt", IRS requires backup withholdings of "28" percent

Date 20

Date Agreed To 20

Head Coach or Athletic Director Signature

Signature of Independent Contractor Representative

[ASSOCIATION NAME]

[eMail: @]

School Principal or Administrator Signature

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GHSA Bylaws:

2.93 Interrupted Games: Any GHSA competition may be interrupted due to human, mechanical, or natural causes

when it is necessary to protect the safety of players and spectators. The Executive Director shall have the authority to postpone GHSA events and to direct the procedure for rescheduling when deemed necessary.

- (a) The GHSA requires lightning detectors at all outdoor athletic activities.
 - (1) When a lightning detector indicates a dangerous situation, the game manager will notify the head official. At that point, the official will suspend play and all participants will go to a place of safety (NOTE: If officials spot lightning before being notified, they may suspend play).
 - (2) When the detector indicates that it is safe to resume play, the contest may resume in accordance with procedures published in the NFHS Rules Book.
- (b) Postponed games are games that are terminated before they actually begin because of weather problems, emergency situations, or mechanical failures.
 - (1) The host school should notify the opposing team and officials as early as possible when a contest is postponed.
 - (2) The host school is responsible for determining whether an event is to be postponed until the time that game rules turn that responsibility over to game officials except when there is a written contract for that game. When there is a contract, there must be an agreement between the competing schools about the postponement.
 - (3) School personnel will agree on the rescheduling of the contest.
- (c) Suspended and/or Terminated Games - When game officials suspend a game due to weather issues, the following procedures are in place:
 - (1) For all Baseball, Softball, Football and Soccer contests involving teams of different classifications, there will be up to a two-hour delay (cumulative) before the contest will be terminated. (See the Baseball and Softball Sections to see the procedures involved with terminated games.)
 - (a) If the Football or Soccer contest is terminated before it has reached the halfway point, the contest is declared a "no contest."
 - (b) If the Football or Soccer contest is terminated after it has reached the halfway point, the score at the point of termination is final.
 - (2) For Football, Lacrosse and Soccer contests involving teams of the same classification, all contests will be played to completion.
 - (a) There will be no mandatory two-hour delay.
 - (b) The 11:30 curfew will be waived.
 - (c) Administrators from the competing schools may agree to terminate the contest and resume competition at the point of interruption at a later time.
 - (d) The team that is behind may choose not to resume the contest at a later date.
 - (3) Golf and Tennis procedures will be dictated by USGA and USTA rules.
 - (4) Cross Country and Track and Field will not use the two-hour delay rule.
- (d) Paying Officials in shortened/postponed games:
 - (1) In the event a scheduled contest cannot be started due to weather-related conditions, officials who have arrived at the contest site will be paid one-half the contest fee in addition to the travel allowance.
 - (2) If a game is interrupted by weather or darkness before it becomes a completed game, the officials will be paid one-half the regular game fee.
 - (3) If a game is an official game at the point of interruption, the officials will be paid full fees.
 - (4) Beyond these conditions, no officials group(s) may hold the schools responsible for weather-related postponements.

Initials of Coach

Initials of Administrator or Athletic
Director

Initials of Independent Contractor/Rep