

## SPORTS OFFICIATING AGREEMENT (SOA) INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE CONTRACT ORIGINATOR TO DO THE FOLLOWING PRIOR TO THE CONTRACTOR PROVIDING SERVICES:

1. **WHEN TO USE THIS CONTRACT:** Use this contract for Sports Officiating services. See the [Purchase of Services – Chart of Required Documents](#) for more guidance.
2. **COMPLETE the SOA CONTRACT:** All blank spaces must be completed.
3. **OBTAIN SIGNATURES:**
  - A. Refer to the [Purchasing Approval Matrix](#) for signature authority.
  - B. If there are no changes to the District’s template, proceed to obtaining signatures from Contractor and authorized District signers in this order:
    1. Contractor
    2. Department Manager/Dean/Budget Officer (*District Use Only* box on signature page)
    3. Authorized District Signer
  - C. If contract modifications have been requested, email [LegalReview@sjeccd.edu](mailto:LegalReview@sjeccd.edu) for review and approval of changes. Upon approval, route for signature in this order:
    1. Contractor
    2. [LegalReview@sjeccd.edu](mailto:LegalReview@sjeccd.edu)
    3. Department Manager/Dean/Budget Officer (*District Use Only* box on signature page)
    4. Vice Chancellor of Administrative Services
4. **CHECK THAT SUPPORTING DOCUMENTS ARE COMPLETE:**
  - A. Fully executed contract
  - B. Proposal or Quote if applicable
  - C. W9 Form
  - D. BEC Form
5. **ENTER REQUISITION AND OBTAIN APPROVALS:** Once supporting documents are complete, you may now open your requisition. Once a requisition number is generated, upload all supporting documents to [Square 9](#). Obtain requisition approval by your Department Manager and Business Services. Purchasing will review documents and work with the department to correct any deficiencies.
6. **THE FINAL STEP:** Purchasing transmits Purchase Order to Contractor with fully executed agreement and other supporting documents if applicable. CONTRACTOR MAY NOW COMMENCE WORK.

END OF INSTRUCTIONS. THIS PAGE IS INFORMATIONAL AND NOT PART OF THIS AGREEMENT

## SPORTS OFFICIATING AGREEMENT AND RELEASE OF LIABILITY

**THIS AGREEMENT** (hereinafter “Agreement”) between **San Jose-Evergreen Community College District**, a public educational authority (“District”) and \_\_\_\_\_ (“Contractor”) is effective this day \_\_\_\_\_ (Date) between the Contractor and District.

Whereas, Contractor warrants and represents to District that Independent Contractor has the experience, expertise and resources to successfully effectively perform agreed-upon services and will provide these services to the District in compliance with all applicable laws and regulations.

**WHEREAS**, District desires the services of Contractor for the below listed event, as Contractor is the sole source of the services District seeks; and

**WHEREAS**, Contractor warrants and represents that he/she/it is competent to perform the duties and responsibilities required by this Agreement and by all applicable laws and regulations, including licensing requirements; and

**WHEREAS**, the Parties agree to be bound by the conditions outlined in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

**1. Services to be performed by Contractor.** Contractor agrees to provide Sports Officiating Services (“Services”). Contractor will personally perform these Services and will assign referees from the roster that have been trained and approved for collegiate level referee assignments. Contractor acknowledges that he/she/it will use appropriate language, attire, demeanor and behavior in performing the Services. Contractor understands that he/she/it must comply with all applicable state, federal, and local laws and regulations related to the Services, including licensing requirements, if any. Contractor agrees he/she/it will not consume or possess on site alcohol or any illegal substance on the day of, and during, the below-described Event.

**2. Event.** The Services will be performed at the following Event:

Name of event:	
Location:	
Date (s):	
Start Time:	
End Time:	

**3. Payment for Services.** In return for Contractor’s satisfactory performance, District shall compensate Contractor the total sum not to exceed \$ \_\_\_\_\_. Contractor shall be solely responsible for payment of his/her/its own taxes, its own subcontractor costs, out of pocket expenses, and overhead associated with the performance of his/her/its work. Payment shall be due upon satisfactory completion of all services. Contractor shall not be allowed additional sums for the completion of its work unless otherwise approved in writing pursuant to paragraph 11 below. Unless specified otherwise in this section, payment terms are Net 30 days, computed either from date of delivery and acceptance of contracted services, or from the date of receipt of

correct and proper invoices prepared in accordance with the terms of this Agreement, whichever date is later. Invoices must be sent via email to [accounts.payable@sjeccd.edu](mailto:accounts.payable@sjeccd.edu).

The District's financial obligations under this Agreement are limited to the payment of the compensation provided in Attachment A of this agreement. Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, lost business opportunity, or lost revenue, arising out of or in connection with this Agreement for the Services performed.

4. **Expenses.** Contractor is solely and fully responsible for all costs and expenses incidental to the performance of the Services, including any and all instrumentalities, supplies, tools, equipment, or materials, including rental equipment, necessary to perform the Services and not provided by the District.
5. **Independent Contractor.** Contractor is an independent contractor, and not an employee, officer, partner, agent, or joint venturer of the District by virtue of this Agreement. Nothing in this Agreement shall be construed to mean the District retains any control over the manner and means and methods of how Contractor performs the Services, but only as to the results of the Services.
6. **Insurance.** Contractor agrees to confirm that any official assigned to games carries general liability insurance, provided either through the National Association of Sports Officials (NASO) or otherwise, with limits of not less than \$1 million per occurrence and \$2 million in the aggregate. Contractor agrees to provide District with proof of such insurance upon request.
7. **Assumption of Risk.** Contractor understands and acknowledges that performing the Services may be dangerous and hazardous and by its very nature may pose the potential risk of severe and serious physical and emotional injury or illness, including death, to Contractor. Additional risks include, but are not limited to: Third-party allegations, claims, and/or liabilities. Contractor acknowledges and accepts all known and unknown risks associated with performance of the Services. **CONTRACTOR AGREES TO ASSUME ANY AND ALL RISKS OF PHYSICAL OR EMOTIONAL INJURY AND ANY RESULTS FROM ANY SUCH INJURY.**
8. **Release from Liability.** Contractor voluntarily releases, discharges, waives and relinquishes forevermore all claims or actions that he/she/it may have against the District, its trustees, officers, agents, contractors, employees, and volunteers for bodily injury, emotional distress, property damage, wrongful death, and/or any other harm or damage occurring to Contractor arising out of or in any way connected to Contractor's performance of the Services, including, but not limited to, those claims or actions arising out of any negligence on the part of the District, its trustees, officers, agents, contractors, employees, and volunteers, excepting only claims or damage/loss due to fraud or intentional misconduct of District or its sole negligence, or violation of law
9. **Indemnification.** Except for the sole negligence or willful misconduct of the District, Contractor agrees to indemnify, defend, and save and hold harmless the District, and its trustees, officers, agents, contractors, employees, and volunteers from any and all liability, actions, causes of actions, debts, claims, or demands of any kind and nature whatsoever (including third-party claims), including, without limitation, any claim that Contractor

infringed a third party patent or copyright or other intellectual property right or failed to obtain appropriate licenses, which may arise by or in connection with the performance of the Services or Contractor's actions or conduct during or related to the Event. This provision shall survive the termination or expiration of this Agreement.

- 10. Publications.** Contractor authorizes the District to photograph and make video or audio recordings of Contractor during and before the Event, and to use Contractor's likeness and name in any District publications or promotions, in any medium whatsoever, without additional compensation and without prior approval.
- 11. Entire Agreement.** This Agreement and its attachments, constitute the sole and entire Agreement and understanding between the District and Contractor. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Contractor.
- 12. Severability.** In the event any portion of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
- 13. Changes or Alterations.** This Agreement shall constitute the entire agreement between the parties respecting the matters covered herein, and supersedes any prior or contemporaneous written or oral promises or representations regarding these matters. This Agreement may not be modified or amended except in writing signed by the parties. No changes, alterations, change orders or increases in Contractor compensation, or other variations of any kind, shall occur without the written consent of appropriate District personnel acting within their signatory authority as defined by Board Policy 6150. Contractor acknowledges that other District personnel are without authorization to either order extra and/or changed work, increase compensation, or waive contract requirements, and that Contractor proceeds with any extra work ordered by such unauthorized persons at its own risk, and may not receive payment.
- 14. Dispute Resolution and Attorney Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, or any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, the Parties shall participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration with a mutually agreed upon Arbitrator to be held in Santa Clara County, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation in good faith. The provisions of this section will apply during the term of this Agreement and shall survive after the termination or expiration of this Agreement.

**15. Termination.** The District may immediately terminate this Agreement for cause upon Contractor's breach of any material provision herein, and, in that event may proceed with completion of the work in any commercially reasonable manner including hiring another contractor and obtaining reimbursement from Contractor of any costs to the District resulting therefrom. The District may at its discretion deduct such extra costs and damages from any amounts owing to Contractor. If District's cost of completing Contractor's work exceeds the amount available for District to deduct, Contractor shall remit to District the balance owed to District. The District may terminate this Agreement for convenience, in its sole discretion upon ten (10) Days written notice to Contractor. The Contractor shall be entitled only to compensation earned up to the point of written notice of termination, in addition to reasonable demobilization costs and expenses, but shall not be compensated for any, anticipated profit on the balance of work not performed.

**CONTRACTOR ACKNOWLEDGES THAT HE/SHE/IT HAS CAREFULLY READ THIS AGREEMENT FOR SERVICES AND RELEASE OF LIABILITY. CONTRACTOR UNDERSTANDS THE POTENTIAL DANGERS INCIDENT TO PERFORMING THE SERVICES DESCRIBED IN THIS AGREEMENT. CONTRACTOR IS FULLY AWARE OF THE LEGAL CONSEQUENCES OF THIS AGREEMENT, AND AGREES TO ITS TERMS AND UNDERSTANDS HE/SHE/IT IS WAIVING CERTAIN RIGHTS AND ASSUMING THE RISK OF INJURY, DEATH, OR DAMAGE FROM HIS/HER/ITS PERFORMANCE OF SERVICES CONTAINED IN THIS AGREEMENT.**

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**IN WITNESS HEREOF**, the District and Contractor have executed this Agreement as of the dates set forth below.

<b>FOR DISTRICT:</b>	<b>FOR CONTRACTOR:</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

<b>*APPROVED Re: Form &amp; Legality</b>
By:
Date:

\*MUST BE SIGNED BY THE DISTRICT IF  
MODIFICATIONS MADE TO THIS AGREEMENT.

*District Use Only:*

**Required Information** (Completed by initiating College/District Department)

District Agreement Originator:	
Manager/Dean/Budget Officer Approval:	
GL Account:	
Requisition Number:	