



## CONTEST OFFICIALS SERVICE AGREEMENT

This contract, made and entered into, by and between the **Florida Professional Officials Association, Inc.**, herein after referred to as **FPOA** and **Customer listed in APPENDIX A**, herein after referred to as the **Client**, shall commence for the 1st day listed in **APPENDIX A** and end on the last day listed in **APPENDIX A** of each year. By both parties entering signatures to **APPENDIX D**, this contract will become active and will automatically renewed yearly unless either party gives written notice of termination.

## SCOPE OF CONTRACT

The purpose of this contract is for setting the terms and conditions under which the **FPOA** shall furnish and the **Client** shall use, for indicated remuneration as herein after set forth, Contest Officials for home and tournaments contests for the **Client**. The terms and conditions of this contract and the **Sanctioning Bodies** by-laws, rules and regulations shall be binding on both parties.

## SECTION I: GENERAL

Contest officials are independent contractors and are required to be compensated upon completion of assignment. The full fee shall be paid. Failure to do so is a violation of this Service Contract and service will be discontinued until full restitution is made. As a service to the **Client**, **FPOA** will handle the bookkeeping duties to facilitate payment to officials. See Section IV.

The **FPOA** shall invoice the **Client** for services provided by **FPOA**. The purpose of the invoice is for **FPOA** to reimburse the Contest Officials and administrative personnel for services provided to the **Client**. The **Client** may decide to reimburse the Contest Officials on site, to which the **Client** agrees to sign an amendment to this Service Contract stating the term to which the Contest Officials shall be paid. The **Client** shall be required to reimburse **FPOA** for all administrative cost.

Amendments to this Service Contract, which must be in writing, may be made by one or both parties, and then only upon the other's agreement. Any amendments will be made a part of the original Service Contract upon being signed by **Client** and an officer of **FPOA**. The schedule of contests to be played constitutes a part of this Service Contract. All changes to the schedule must be in writing, either by fax, mail or by e-mail to all the e-mail addresses listed in **APPENDIX A**.

The **Client** is required to notify the **FPOA** at least twenty-four (24) hours in advance of a contest cancellation or postponement. *The **Client** must notify the FPOA by telephone of any changes in its schedule, and follow up that notification in writing (by fax, mail or by e-mail).* Failure to comply with this policy shall obligate the **Client** to compensate the assigned Contest Officials for full contest fees for officiating duties and travel. Emergencies and acts of God are excepted.

The **Client** shall notify the **FPOA** Commissioner, President, or Vice President of any Contest Official's inappropriate action(s), lateness, dress, or un-sportsmanlike demeanor.

## SERVICE CONTRACT (cont.)

The **FPOA's** Vice President and/or his/her designee shall be admitted to all contests, without charge, to evaluate the Contest Officials.

The **Client** agrees to provide **FPOA** with the main contact name, address and main phone number, the Director's name, cell phone and the Head Coach's name, cell phone. A **Client** Directory Information form, **APPENDIX E**, is enclosed with this Service Contract and should be updated as necessary and returned 30 days prior to the start of each contract year or updated upon the change on any contact personnel.

This Association shall not service a **Client** that elects not to use the services of this Association for all of their contests and enters into a service agreement with another Assigning Agent for the sport being contracted for in this Service Contract.

The **FPOA** shall have the sole responsibility for the administration of assignments to Contest Officials and will rule on any circumstances concerning the assignment of Contest Officials not covered by this agreement.

### SECTION II: SEASON SCHEDULES

The **Client** shall furnish the **FPOA** with a schedule (*available on our sports page at [www.fpoaofficials.com](http://www.fpoaofficials.com)*) of all its home contests, contest sites, and starting times no later than the 15 days before each sport season listed in **APPENDIX A**. Partial schedules are acceptable. However, the full and complete schedule shall be submitted no later than the 5 days before each sport season listed in **APPENDIX A**. This information may be provided via fax listed in **APPENDIX C**, by e-mails listed in **APPENDIX A** or by mail to FPOA, Inc., P.O. Box 4788, Winter Park, FL 32793-4788.

**NOTE:** *Failure to provide a complete and accurate schedule by 5 days before each sport season listed in **APPENDIX A** will result in a **\$10.00** scheduling assessment to the **Client** for each change after that date.*

Any changes to the **Client** schedule must be provided in writing, by fax, mail or by e-mails listed in **APPENDIX A** no less than 48 hours before contest scheduled start time. The **FPOA** assigner will acknowledge receipt of the change by fax or e-mail. The **Client** shall be responsible for full contest fees and travel when the **Client** does not provide the schedule change in a timely manner and Contest Officials are assigned. For emergency situations, the **Client** should call the **FPOA** Assigning Agent as soon as a decision regarding the contest is made. Whenever telephone and written notification of any schedule changes are not received by the **FPOA** in the described time frame, the **Client** will be charged a **\$10.00** schedule change fee.

The **Client** will verify all contest scheduled when requested to. A confirmation of verified schedules shall be e-mailed to **FPOA**. **Clients** entering their schedules through internet based scheduling systems will be responsible to notify **FPOA** of any schedule changes in writing via e-mail.

On the night of **FHSAA** sports rules examination, **FPOA** shall not assign any Contest Officials to contests in the sport being tested for.

## SERVICE CONTRACT (cont.)

The **FPOA** agrees to furnish the Athletic Director of the **Client** a list of Contest Officials assigned to the scheduled contests at least three (3) days prior to any scheduled contest, provided the **Clients** schedule was submitted in a timely manner. **Arbitersports.com** internet based scheduling system is considered by both parties to be sufficient as a list for the purposes of this Service Contract.

### SECTION III: PRE-CONTEST PROCEDURES

The **FPOA** will have the Contest Officials at the contest site in the proper uniform in sufficient time to start the contest in accordance with procedures established by **Sanctioning Bodies** and **FPOA**.

The **Client**, per **Sanctioning Bodies** regulations, shall ensure that an administrator is present at each contest beginning at the arrival of the Contest Officials to the contest site (or no later than the start of the event). The **Clients** administrator will remain present until the Contest Officials depart safely from the contest site. The **Client** shall provide adequate personal protection for Contest Officials.

### SECTION IV: FEES

The **Client** shall pay a seasonal administrative fee listed in **APPENDIX B** to the **FPOA** no later than the 15 days before each sport season listed in **APPENDIX A**. A charge of **\$5.00** per week will be assessed as a late fee. The administrative fee shall include membership in **FPOA** and entitle the **Client** representation and voting privileges in **FPOA** meetings when present. The administrative fee is based on the number of teams fielded by the **Client**, *per season*.

**Example:** A **Client** that fields teams in the Spring Season and the Fall Season will be charged an administrative fee in the Spring and in the Fall Seasons.

Tournament fees will be arranged through the Vice President or the Commissioner of the contracted sport at least 3 weeks before the tournament.

The **FPOA** will generate an invoice for all scheduled contests and/or tournaments based on the receipt of the signed Service Contract and a finalized contest schedule. The **Client** must forward to **FPOA** the seasonal estimated contest and travel fees to pay Contest Officials for these charges. The **Client** may elect to split this payment into two (2) payments, one-half (1/2) due before the start of each season and the final half due at the mid-point of the season.

**NOTE:** *The first/solo payment must be received by the **FPOA** before the start of each season.*

No Contest Officials shall be assigned to contests until the **Service Contract & APPENDIX E** are properly received, administrative, account processing, and contest fees have been paid, and the finalized contest schedule received.

### SECTION V: CONTEST - CANCELLATIONS OR SUSPENSIONS

In case of a cancellation of a contest due to inclement weather or other unforeseen event *after* the Contest Officials have arrived at the contest site, the **Client** shall pay the scheduled Contest Officials the

## SERVICE CONTRACT (cont.)

travel fee listed in **APPENDIX B**.

In the event a contest is called, suspended or terminated after completion of the third inning because of weather, light failure or any other unforeseen event, the Contest Officials shall be paid the full contest fee. If the contest is started then called, suspended or terminated prior to completion of three innings, the Contest Officials shall be paid one half (1/2) the contest fee plus the travel fee.

In the event of cancellation or suspension of a contest due to inclement weather or other unforeseen event, the **Client** shall contact the **FPOA** at the Association's telephone number and fax number listed in **APPENDIX C**, the information as soon as possible.

***NOTE:** Contacting our assignor directly at the numbers provided in this contract is suggested when the cancellation is occurring close to the scheduled contest times.*

### **Completion of suspended contest(s):**

The **FPOA** reserves the right to assign a different set of Contest Officials to complete suspended contest. The **Client** should verify the availability of Contest Officials prior to rescheduling any contest.

If a suspended contest is completed in less than three (3) complete innings, the Contest Officials shall be paid one half (1/2) the contest fee plus travel.

If the suspended contest requires three (3) complete innings or more, the Contest Officials shall be paid the full contest fee plus travel.

***NOTE:** For the purposes of this contract, one (1) pitch shall constitute an inning.*

If after a Contest Official arrives and the contest is forfeited, the Contest Official(s) shall be paid the full contest fee plus applicable travel fee.

## **SECTION VI: DISPUTES AND TERMINATION**

In those situations that do not require mandatory reporting to a **Sanctioning Bodies**, the **FPOA** shall make every effort to resolve the conflict either through the **FPOA** Commissioner or President, by the action of the **FPOA's** Executive Board or Between the **FPOA** and the **Client**.

No **Client** under any circumstance, except as set forth by the **Sanctioning Bodies** policies and guidelines, may excuse an assigned Contest Official from any contest or tournament that he/she was assigned, or is in rotation, to officiate. Such action will be considered a violation of the By-Laws and Policies of the **FPOA** and would be just cause for termination or suspension of service by the Executive Board of **FPOA** and the **Sanctioning Bodies** would be notified.