## **CTLOA TOURNAMENT AGREEMENT**

This Service Agreement is made by and between:

Tournament Organizer: Bitter Lacrosse, LLC ("Bitter Lacrosse")

PO Box 777 Stowe, VT 05672

tournament@bitterlax.com / 516-521-56807

AND

Lacrosse Officials Association: Central Texas Lacrosse Officials Association ("CTLOA")

c/o Chris G. Knight, President

5009 Westfield Dr Austin, Texas 78731

laxref.chrisgknight@gmail.com / 512-221-7356

In this Agreement, the party who is contracting to receive the services shall be referred to as *Tournament organizer*, and the party who will be providing the services shall be referred to as the CTLOA.

- 1. **DESCRIPTION OF SERVICES:** The CTLOA will provide the following services for Texas Lax Festival, scheduled for June 26-27 2021 in Round Rock, TX (collectively, the "Services").
  - Designate an appropriate representative of its Association to work as the Officials Assignor.
  - Assign officiates for all full tournament name and dates (the "Tournament")
  - Provide officials who will officiate the Tournament according to the rules of play established by the Tournament Organizer.
  - Provide only officials who meet the following criteria:
    - US Lacrosse Member in Good Standing; and
    - Have met or exceed the local requirements for annual training and eligibility to officiate the Tournament level of play.
  - Be present, or ensure an acting representative is present to host a pre-event meeting with all officials.
  - Be present, or ensure an acting representative is present for the coaches meeting, if any.
  - Be on site or available during the tournament hours of operation each day of the event, and be available in the event of inclement weather to discuss changes to the event schedule.
  - Communicate all schedule changes to officials immediately upon receipt of changes and/or as weather conditions dictate scheduling changes.
  - The "Officials Assignor" may not officiate games during the tournament unless in the event of emergency
- 2. **TERM OF SERVICES:** The CTLOA's services will begin when the Initial Deposit is made and terminates upon the conclusion of the Tournament.
- 3. **COMPENSATION AND PAYMENT OF SERVICES:** In consideration for the Services, *Tournament organizer* agrees to the following terms of payment:

Ref Game Rate: \$55 per slot (2 officials per game / 3 officials used for championship games)

Assignor Fee: \$5/slot

Rainout:

- Day before: 100% of assignor fee non-refundable
- Day of the game: 100% of the assigner fee and 50% of total balance non-refundable

Cancellation:

- Day before: 100% of assignor fee non-refundable
- Day of the game: 100% of the assigner fee and 100% of Ref Game Rate non-refundable

Payment Processing: Via *Tournament organizer* ArbiterPay Account ("APA") direct to officials and CTLOA for assigning fees. 100% funding based upon CTLOA estimate must be uploaded to APA by no later than *June 5, 2021*. *Tournament organizer* is responsible for 100% of all ArbiterPay transaction fees.

Execution of Payments: Within 48hrs of event conclusion CTLOA will verify that the schedule and assignment of officials is accurate and complete in Arbiter. Payment of all fees are due upon verification. Upon verification, *Tournament organizer* will execute the payment transactions in the APA.

- 4. **PRIORITY INVOLVEMENT**: By this Agreement, the Officials Assignor will consider this assignment as his / her highest priority for dates of the Tournament.
- 5. **MEMBERSHIP AND BACKGROUND SCREENING**: The Officials Assignor at this event must be a current member of US Lacrosse, as well as a member in good standing with the local official's association.
- 6. **CONFLICT OF DUTY**: Specific to this, the Officials Assignor will not accept, or agree to any other duties and / or activities related to this event concurrent with his / her assigned work shift hours. This will include, but not be limited to, participating, officiating, and / or other officiating assignments or duties.
- 7. RELATIONSHIP OF PARTIES: The parties understand that the CTLOA and the Officials Assignor are independent contractors with respect to the Tournament and are not employees, agents or representatives of *Tournament organizer*. Further, other than rendering the delineated Services, the CTLOA, the Officials Assignor and officials that work the Tournament are not responsible for the operation of the Tournament.
- 8. **TAXES:** The CTLOA understands that *Tournament organizer* may issue or caused to be issued any appropriate tax documents to the extent required by law. The CTLOA acknowledges that the members of its Association have been notified that each individual is solely responsible for the payment of all state and federal taxes, if any, associated with any monies paid by *Tournament organizer*.
- 9. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions whether oral or written unless attached specifically to this Agreement as an addendum.
- 10. **ENFORCEMENT:** This Agreement is performable in Williamson County Texas and shall be interpreted under the laws of the State of Texas. The parties agree that should it be necessary for either party to enforce the terms of this Agreement in a court of law then jurisdiction shall be in an appropriate Court in the State of Texas and venue shall be in Williamson County Texas. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

## AGREED:

Central	Texas Lacrosse Officials Association
Ву:	Chris G. Knight 5/11/21  Chris G. Knight, President
Ву:	Rick Schindel 5/11/21  Rick Schindel, Tournament Coordinator
Tourna	ment organizer, Bitters Lacrosse
Ву:	Tournament organizer, Managing Member