

CTLOA - UT TOURNAMENT AGREEMENT

This Agreement is made by and between:

Tournament Organizer: University of Texas Men's Lacrosse Club ("UT Lacrosse")
c/o Andrew Brown, Tournament Director
alblax99@verizon.net / 214-403-1644

AND

Lacrosse Officials Association: Central Texas Lacrosse Officials Association ("CTLOA")
c/o Bruce Clark, President
3624 North Hills Drive
Suite 205A
Austin, Texas 78731
bruce@clarkandclarklaw.com / 512-917-7294

In this Agreement, the party who is contracting to receive the services shall be referred to as **UT Lacrosse**, 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, (collectively, the "Services").
 - Designate an appropriate representative of its Association to work as the Officials Assignor.
 - Assign officiates for all **Boys Divisions at the 2019 Longhorn Shootout, December 7 – 8, 2019** (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.
 - May not officiate games during the tournament unless in the event of emergency
2. **TERM OF SERVICES:** The CTLOA's services will begin when this agreement is executed and ends upon the conclusion of the Tournament.
3. **COMPENSATION AND PAYMENT OF SERVICES:** In consideration for the Services, **UT Lacrosse** agrees to the following terms of payment:

Ref Game Rate: \$55 per official per game
Refs per Game: 2
Assignor Fee: \$5 per official/per game

Cancellation: If a game is canceled or rescheduled prior to game day, then **UT Lacrosse** shall remain responsible for the payment of the Assignor's fee. If a game is canceled or rescheduled on game day, with more than 2 hours' notice, then **UT Lacrosse** shall remain responsible for the payment of 50% of the official(s)' fee plus the Assignor's fee. If a game is canceled or rescheduled on game day, with less than 2 hours' notice, then **UT Lacrosse** shall remain responsible for the payment of the full official(s)' fee and Assignor's fee. If a game is suspended, or canceled after the commencement of the game, then **UT Lacrosse** shall remain responsible for the payment of the full official(s)' fee and Assignor's fee.

Payment Processing: Via **UT Lacrosse** 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 November 25, 2019. **UT Lacrosse** 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, **UT Lacrosse** will execute the payment transactions in the APA.

4. **PRIORITY INVOLVEMENT:** By this Agreement, the Officials Assignor will consider this assignment as his 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 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, the Officials Assignor, and the Officials that officiate the Tournament games are independent contractors with respect to the Tournament and are not employees, agents or representatives of **UT Lacrosse**. The parties understand and agree that the Officials that officiate the Tournament games are independent contractors with respect to the CTLOA and are not employees, agents or representatives of the CTLOA. Further, other than rendering the delineated Services, the CTLOA, the Officials Assignor and Officials that officiate the Tournament games are not responsible for the operation of the Tournament.
8. **TAXES:** The CTLOA understands that **UT Lacrosse**, 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 **UT Lacrosse**.
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 Travis 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 Travis 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

Bruce H. Clark

By: _____
Bruce H. Clark, President

University of Texas Men's Lacrosse Club

By: _____
_____, Tournament Director