



**OFFICIATING SERVICES**  
**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Lone Star College System ("LSCS") and \_\_\_\_\_ ("Contractor") (collectively the "Parties").

1. **Services.** Contractor agrees to provide officiating, refereeing, and/or scorekeeping services to LSCS for the following sporting activity ("Services"):

- \_\_\_\_\_ Soccer
- \_\_\_\_\_ Baseball/Softball
- \_\_\_\_\_ Football
- \_\_\_\_\_ Basketball
- Other \_\_\_\_\_

In performing the Services under this Agreement, Contractor shall observe and abide by all applicable laws, regulations, policies, and procedures, including but not limited to, those of LSCS relative to conduct on its premises.

2. **Term.** The Term of this Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_, and end on \_\_\_\_\_, 20\_\_\_\_.

3. **Time of Completion.**

The Services shall be performed on \_\_\_\_\_, 20\_\_\_\_, between the hours of \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m. (for one-time service)

The Services are ongoing, and will commence on \_\_\_\_\_ and end \_\_\_\_\_ and shall be scheduled as agreed to by the Parties for the duration of this agreement. (for ongoing service)

Either party may terminate this Agreement with 10 days written notice to the other party upon which Contractor will be paid for acceptable services rendered up to the date of termination.

4. **Payment.** LSCS will compensate Contractor at the rate of \$\_\_\_\_\_ per \_\_\_\_\_, not to exceed a total of \$\_\_\_\_\_, which includes all expenses. Contractor shall submit detailed invoices describing the services rendered, the times when such services were performed, and the amount due. LSCS will make payment within 45 days of receipt of such invoices, or upon completion of the services.

5. **Indemnity.** Contractor recognizes that the provision of Services may be strenuous and dangerous and Contractor assumes all risk of any liability for injury or damage sustained against Contractor's person or property related to the provision of Services under this Agreement. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless LSCS, its agents, employees, officers, trustees, administrators component institutions, successors and assigns from and against all claims, injuries, damages, losses, costs, expenses and liability, including but not limited to reasonable attorneys' fees, whether arising before, during or after completion of Contractor's work, caused by or arising out of or resulting from performance of services under this agreement.

6. **Default.** A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term or condition, contained in this Agreement. In the event of a default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

7. **Notice.** All Notices and communications regarding this agreement must be in writing and directed to the signatory of this agreement at their respective addresses.

8. **Miscellaneous**

- a. This document constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreements.
- b. This agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- c. This agreement is not assignable without the express written agreement of both parties.
- d. The provisions of this Agreement are severable.
- e. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Montgomery County, Texas. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used as further described herein, by the College and Contractor to attempt to resolve any claim for breach of Contract made by Contractor.
- f. By executing this Agreement Contractor certifies that, upon the effective date of this Agreement, either: (1) it is not delinquent in payment of State of Texas corporate franchise taxes; or (2) it is not subject to the payment of such taxes. Contractor further certifies if it is a child support obligor, he/she is no more than 30 days delinquent in paying child support.
- g. Contractor is retained by LSCS only for the purposes and to the extent set forth in this Agreement, and Contractor's relationship to LSCS shall during the term of the Agreement be that of independent contractor. The Agreement does not create an employee/employer relationship between the parties.

9. **Taxes.** A Vendor Application must be completed by Contractor and attached to this Agreement.

**IN WITNESS THEREOF,** Parties have executed this Agreement in multiple counterparts.

**CONTRACTOR:** \_\_\_\_\_

**LSCS:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**