



MID-EASTERN ATHLETIC CONFERENCE, INC.
2011 BASEBALL OFFICIALS AGREEMENT

This Agreement dated this ___ day of ___, 2011 by and between ___ (hereinafter referred to as "Official" and the MID-EASTERN ATHLETIC CONFERENCE, INC., a corporation duly organized under the laws of the State of North Carolina and authorized to conduct business in the Commonwealth of Virginia (hereinafter referred to as the "MEAC"),

WHEREAS, Official desires to be a member of the baseball officiating staff of the MEAC;

WHEREAS, the MEAC desires for the official to become a member on its baseball officiating staff;

WHEREAS, the Official realizes the risk and potential for injury as a baseball official;

WHEREAS, Official agrees to abide by the rules and requirements to become an official on the MEAC officiating staff;

NOW THEREFORE, the premises considered and for other good and valuable consideration it is hereby agreed:

- (1) The MEAC shall engage the official as an independent contractor for a period of one (1) year to include the 2011 baseball season. Said Official agrees that he/she is an independent contractor with the MEAC and not an employee thereof and nothing contained herein shall serve to create an employer-employee relationship between the parties.
(2) The Official agrees that he/she is obligated, at their own expense, to attend MEAC clinics as required, and further agrees that at such clinics he/she shall take and pass any and all qualifying test(s), and/or examinations as are required by the MEAC to become a member of the MEAC baseball officiating staff.
(3) The MEAC, by engaging Official, is not required to, and the Official agrees, provide Official with any specific number of assignments for games during the course of this Agreement. Any assignment(s) the official receives is subject to cancellation by the MEAC at the MEAC's sole discretion.
(4) The Official, recognizing that officiating college baseball games carries with it a certain assumption of risk of injury, hereby agrees that in the event of any injury, accident, or damage sustained by him/her as a result of any assignment(s) and/or injury, accident or damage sustained by any party to such assignment(s), the Official agrees to hold harmless the MEAC, to include, but not limited to its Commissioner, Supervisor of Officials, and/or any and all staff of the MEAC any and all members of the institutions served by the MEAC, for any such injury, accident, and damage sustained, medical expense reimbursement, and/or workers compensation benefits.
(5) The Official hereby represents to the MEAC that he/she read and studied the NCAA Baseball Rules and interpretations for the current year, and agrees to abide by the officiating requisites contained herein, and any other requirements set forth by the MEAC.
(6) The Official hereby represents to that he/she is in good physical condition and agrees that prior to the clinic held in the Spring of each year, he/she will present to the MEAC a Physical Examination for Officials Report signed by a competent physician in his/her locality, representing that he/she is physically capable to officiate baseball games throughout the season covered by the terms of this Agreement.
(7) Failure of the Official to abide by the rules and regulations set forth in this Agreement, and at the sole discretion of the Supervisor of Officials, and/or the Commissioner, may result in the MEAC terminating this Agreement at its sole discretion at any time during the period of this Agreement.
(8) This Agreement may be executed in any number of counterparts, any of which may be deemed the original.
(9) No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as in this Agreement.
(10) No waiver of a breach or default of any clause of this Agreement shall be deemed to constitute a waiver of any subsequent breach or default of the terms hereof.
(11) The failure of any party at any time to insist upon the strict performance of any of the terms or covenants of this Agreement shall not be deemed a waiver of the right to insist upon strict performance of the same or any other term or covenant of this Agreement at any time.
(12) The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws governing the Commonwealth of Virginia.

WITNESS the following signatures this ___ day of ___, 2011.

OFFICIAL: (Print Name)

OFFICIAL: (Signature)

SOCIAL SECURITY NUMBER: - -

ADDRESS:

MID-EASTERN ATHLETIC CONFERENCE

BY: (Supervisor of Baseball Officials)

APPROVED BY: (Commissioner)