

2025-2026 ASSOCIATE SERVICES AGREEMENT (ASA)

an agreement between

Pacific Northwest Basketball Officials Association (PNBOA)

and

(PNBOA Associate Name via digital signature at end of ASA)

This Services Agreement (“Agreement”) establishes the responsibilities and duties between the Pacific Northwest Basketball Officials’ Association (“PNBOA” or “Association”) and the Associate Member (“Associate”) for the 2024-25 Membership year. Each Associate that desires to officiate basketball games assigned by the Association must have a current and legally executed Agreement on file with the Association prior to being eligible to receive game assignments.

I. RECITALS

Associates are persons who provide basketball officiating services (“Services”) for PNBOA, to school and non-school amateur sports leagues or teams (Customers), as Independent Contractors;

Associates have contracted with PNBOA to provide access to Customers and officiating.

As such, for mutual consideration, the sufficiency of which is acknowledged by the Parties, the Associate and the Association agree as follows.

II. AGREEMENT Section 1: Services Provided By Association

The Parties incorporate the recitals, in their entirety, herein. For the benefit of its Associates, the Association will:

1. Contract with Customers to assign qualified Member Officials to Customers’ contests for a set fee, per Official, per contest;
2. Inform Associate of any other qualifications required by Customers and the means to obtain such qualifications through their primary WOA basketball officials association (e.g. the means to complete applicable Washington Officials Association tests and clinics and background check required to provide services to Customers);
3. Use commercially reasonable efforts to bill Customers and collect fees on behalf of Associate – but the Association does not assume the obligations of its Customers - ASSOCIATE BEARS ALL RISK OF ANY CUSTOMER’S NON-PAYMENT; and,

4. PNBOA and/or WOA will file and provide the Associate an IRS-1099 Form, reporting Associate's earnings as an Independent Contractor, to the extent required by law.

Section 2: Obligations and Acknowledgements of Member

2.1 Certification. Maintain active membership in a non-PNBOA WOA basketball officials organization.

2.2 Dues. Associates agrees to pay the PNBOA dues in the amount of \$30 once they have worked **40 games** during the period of **Dec 1, 2025 to Oct 31, 2026** to establish his or her eligibility for additional assignments for the 2025-26 basketball season.

2.3 Independent Contractor Status/Compliance with Law: Associate acknowledges and agrees that

Associate's relationship with Customers and the PNBOA is that of an Independent Contractor and Associate is not providing the Services as an employee of the Customer or PNBOA. Associate also acknowledges that Associate's relationship with the Association is that of a non-voting Member eligible to use the services provided by the Association to facilitate Associate's provision of the Services to a variety of Customers as an Independent Contractor. Consistent with Associate's status as an Independent

Contractor, Associate is required to supply all equipment (including uniforms) necessary to provide the Services in accordance with professional standards. Further, Associate represents that Associate is in compliance with all applicable laws regarding the provision of services in Washington State as an Independent Contractor.

2.4 Associate Controlled Schedules/No Guarantee of Assignments: Associate understands that Associate is free to define how much, how little and when Associate will make him/herself available for game assignments. Associate also understands and agrees that this Agreement does not guarantee Associate any specific game assignment, any number of game assignments or any game assignments whatsoever.

2.5 Adherence to PNBOA Constitution, By-Laws and Board Policies, and WOA policies: When working on games scheduled by PNBOA the Associate agrees to adhere to the Constitution, By-Laws and Board Policies and Procedures of the Association, which are available to Associate through the Association's website or, upon written request, in hard copy from the Association's Secretary. The Parties agree that nothing in the Association's By-Laws or its Board Policies and Procedures is intended to create an employment relationship between Associate and Association or to provide Associate any rights beyond those provided in this Agreement. In the event there is any contradiction between this Agreement and the Association's Constitution, By-Laws or Board Policies and Procedures,

this Agreement shall prevail. ASSOCIATES ARE RESPONSIBLE FOR READING AND FAMILIZING PNBOA & WOA DOCUMENTS.

2.6 No Supervision or Control: Associate understands and agrees that, if and when Associate accepts a game assignment, Associate shall be solely responsible for the manner in which he or she performs the Services for the Customer in accordance with nationwide-industry and Customer-specific standards without any supervision or control by the Association, provided that Associate agrees to provide the Services in good faith and in a professional manner to protect the reputation of the Association, avocation and, further, the interest of the overall Membership.

2.7 Assumption of Risk: Associate warrants that Associate is physically capable of withstanding the rigors of officiating basketball at any level of contest for which Associate accepts assignments. Associate understands that officiating a basketball game at any level subjects the Associate to risk of physical injury and Associate willingly and knowingly assumes the risk of such injury. Associate also acknowledges and understands there is a risk of potential harm posed by the fans, parents, coaches, players and/or any other participants present at a game assignment, and agrees to not hold the PNBOA responsible or liable for the behavior and actions of these participants.

2.8 Waiver/Indemnification: Associate hereby irrevocably waives their right to bring any claim against the association, its assignors, officers, directors, members and any Association affiliate, to recover damages for personal injury to Associate or damage to Associate's property or any consequential or special damages of any kind resulting from provision of the services pursuant to this agreement including any claim for loss of income from such injury or damage regardless of the legal theory under which such claim is brought. Associate also agrees to indemnify, defend and hold the Association harmless from any claim brought by a third-party against the Association, its assignors, officers, directors, members and affiliates, that is based on Associate's provision of the services pursuant to this agreement regardless of the legal theory under which such claim is brought.

2.9 Associate Responsible for Taxes: Associate acknowledges and agrees Associate will be compensated for services rendered as an Independent Contractor and as such, neither the Customer nor the Association's billing and collection service will withhold taxes and/or remit the same to the Internal Revenue Service (IRS). The Associate is solely responsible for payment of any applicable taxes on the income derived from providing services pursuant to this Agreement and agrees to indemnify, defend and hold the Association harmless from any third-party claim to recover such taxes.

2.10 Non-Disclosure of Confidential Information: Associate shall not disclose any of the Association's confidential business information to a third party. Such information includes, but is not limited to, the Association's Membership list and personal information of its Members and the Association's customer and prospective Customer lists.

2.11 Non-Disclosure of Video: Associate agrees that he or she will not, while an independent contractor or after termination of such contract, disclose, reproduce, or share video (in electronic or other formats) of any basketball team whose games are officiated by Members of the Association with coaches, players, parents or representatives of any basketball team. For the avoidance of doubt, this section does not prohibit disclosure or sharing of any video with any basketball official or organizations that train basketball officials or posting clips in officiating forums on Social Media, Slack and other media.

Section 3: Dispute Resolution

Associate and Association agree to attempt to resolve any dispute arising under this Agreement (that is not otherwise required to be resolved through the Association's Grievance Procedure), through mediation with a mutually acceptable mediator and with each Party to bear one-half the expense of mediation. The Parties further agree that good-faith participation in such mediation shall be a condition precedent to initiation of any legal action based on a claim arising from this Agreement.

Section 4: Special Provision for Minors

For any Associate under age eighteen (18) (a "Minor Associate") as of November 1, 2025, the Minor Associate and their Parent or Legal Guardian represent, they have read and understand the contents of this Agreement and the Association's "Authorization for Medical Treatment of a Minor." The Minor Associate and their Parent or Legal Guardian acknowledge that together these Agreements and the assumption of risk, the releases of liability and the indemnification set forth herein constitute a binding contract between the Association and the Minor Associate and the Parent or Legal Guardian such that the Parent or Legal Guardian is deemed to have assumed the risk of injury to the Minor Associate that are presented in Paragraph 2.7 on behalf of themselves and the Minor Associate; to have agreed to the waiver of claims contained in Paragraph 2.8, including any such claim that could be brought by the Parent or Legal Guardian on their own behalf; and to have accepted liability for the indemnification obligation of the Minor Associate presented in Paragraph 2.8.

Section 5: Miscellaneous Terms:

5.1 Termination: The Association or the Associate may terminate this Agreement at any time with or without cause by providing the other a written notice of termination that,

unless otherwise stated, will be effective immediately. The provisions of Paragraph 2.9 in its entirety, shall survive the termination or expiration of this Agreement.

5.2 Binding Effect: The terms of this Agreement are binding on the successors, heirs and assigns of the Associate and the Association, provided that, any accepted obligation of the Associate to provide the Services are personal to the Associate and may not be assigned to a third-party that is not also a Associate of the Association without the express written consent of the Association.

5.3 No Waiver/Severability: Failure of either the Associate or the Association to insist on strict performance of any obligation by the other shall in no way constitute a waiver by such party of the right to insist on strict performance of such obligations in the future. In the event any provision of this Agreement is held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable.

5.4 Entire Agreement/Modifications Must Be In Writing: Associate understands and agrees that this Agreement and, where applicable, the "Authorization for Medical Treatment of a Minor," constitutes the entire Agreement between the Associate and the Association regarding the subject matter hereof and supersede all previous agreements whether written or oral regarding such subject matter. No term of the Agreement may be waived, modified or amended except by written consent of both the Associate and the Association.

5.5 Governing Law/Jurisdiction: This Agreement shall be interpreted, constructed, governed by and enforced in accordance with the laws of the State of Washington. Any litigation or other court proceeding with respect to any matter arising from this Agreement shall be conducted in the state or federal courts of King County in the state of Washington.

5.6 Release and Authorization to Use Work Product: Associate hereby authorizes the Association to use any photographs or videos taken of or by Associate or other materials prepared of or by Associate related to provision of services that Associate provided to the Association; and further authorizes the Association to use any photographs or videos of Associate officiating or participating in Association sponsored activities (such as recruitment, training, Associateship meetings, etc.), for advertising, trade, and any other lawful purposes. This provision survives termination of this Agreement for any reason.

5.7 Consent to Receive Electronic Communication: Associate hereby authorizes the Association to communicate with the Associate using Electronic Communication to conduct necessary business as a Associate the PNBOA. "Electronic communication" includes, but is not limited to, updates, announcements, disclosures, notices, terms and conditions, contracts, and any other information pertaining to and relevant to receiving

games scheduled by the PNBOA. All communications will be sent to the email address Associate has provided via the Associates personal account profile of the assigning software utilized by the Association for receiving assignments, currently ArbiterSports.com, and/or other commercial or private email services approved for use by the Board of Directors. It is the Associates responsibility to provide current profile information, including email address, at all times. By accepting this agreement, you are confirming that you have the ability to access, view and retain documents through electronic means and, furthermore, consent to receive electronic delivery of these Electronic Communications. Associate agrees that such Electronic Communication fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep. Associate also understands and accepts that there is some level of risk that third parties might be able to read unencrypted emails.

5.8 Contact Information/Personal Profile: The Association must have the ability to contact the Associate for communication purposes relevant to the business relationship of the Association and Associate, as well as to pay Associate for services rendered as an Independent Contractor. For these reasons, Associate hereby agrees to allow such communications and accepts the responsibility to provide and maintain current contact information in their personal profile (full name, mailing address, phone number, email address, etc.) via the Associates personal account with the assigning software utilized by the Association for receiving assignments, currently ArbiterSports.com. Furthermore, Associate agrees to upload an appropriate photo to Associates personal profile for purposes of identification of Associate to other Members and Associates. "Appropriate photo" generally refers to a photo with a headshot of Associate that makes Associate clearly and easily recognizable.

5.9 Execution of Agreement

Associates, who are not Minor Associates, may execute this Agreement electronically by completing the provided form; or, in writing by printing and signing a copy of the Agreement and returning it to the Membership Chairperson, or by mail (send a request for mailing address to the Membership Chairperson at membership@pnboa.org). A Minor Associate's parent or legal guardian may only accept this Agreement in writing and after at least one meeting, in-person, with an Officer of PNBOA or such

Officer's designee. By accepting this Agreement, whether electronically or in writing, Associate (or Minor Associate's parent or legal guardian) understands this is a legally binding agreement and represents he/she (i) has read and understands the contents of this Agreement, INCLUDING THE ASSUMPTION OF RISK, WAIVER OF CLAIMS AND INDEMNIFICATION PROVISIONS, (ii) has had the opportunity to seek advice of counsel

before executing the Agreement, and (iii) voluntarily accepts and executes this Agreement, in whole and without exception.

Current Associates who intend to remain a Associate of the PNBOA must accept the 2025-25 ASA no later than 11:59 pm on Monday December 1, 2026. Failure or refusal to accept will result in suspension from all game assignments until completed. You may sign this form digitally using the Google Form providing by PNBOA.

IF YOU ARE UNDER 18 YEARS OF AGE AS OF DECEMBER 1, 2024: you must submit a signed hard

copy of the ASA via USPS or scan/email that includes a parent or legal guardian signature! If this applies to you, please contact the Membership Chairperson (membership@pnboa.org) PRIOR TO THE DUE DATE for further instruction.

By signing this document,, I confirm I have read and agreed to the terms and conditions as outlined in the 2025-26 PNBOA Associate Service Agreement (ASA).

PNBOA Associate Signature Date Print Name

(If under 18, please see instructions above)

Parent of Legal Guardian Date

Mac Clark October 17, 2025

PNBOA President Date