

**2025-2026 MEMBER SERVICES AGREEMENT (MSA)**  
an agreement between  
**Pacific Northwest Basketball Officials Association (PNBOA)**  
and  
**(PNBOA Member Name via digital signature at end of MSA)**

**This Member Services Agreement (“Agreement”) establishes the responsibilities and duties between the Pacific Northwest Basketball Officials’ Association (“PNBOA” or “Association”) and the Association Member (“Member”) for the 2025-26 Membership year. Each Member 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**

A. Members (collectively “the Membership”) are persons who provide basketball officiating services (the “Services”), to school and non-school amateur sports leagues or teams (Customers), as Independent Contractors;

B. Members formed the Association to provide access to Customers and officiating partners to enhance their ability to provide the Services to a variety of Customers while maintaining their independence and impartiality.

As such, for mutual consideration, the sufficiency of which is acknowledged by the Parties, the Member 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 Members, the Association will:

1. Contract with Customers to assign qualified Member Officials to Customers’ contests for a set fee, per Official, per contest;
2. Maintain its status as a Washington Officials Association (“WOA”)/Washington Interscholastic Athletics Association (“WIAA”) qualified local Association;
3. Facilitate access to Member-to-Member or contracted training programs;
4. Unless otherwise requested, agree to be enrolled as a Member of the WOA which qualifies Member, in part, to be eligible for game assignments from School Customers;
5. Inform Member of any other qualifications required by Customers and the means to obtain such qualifications (e.g. the means to complete applicable Washington Officials Association tests and clinics and background check required to provide services to Customers);
6. Administer a contract for a game assigning service;
7. Use commercially reasonable efforts to bill Customers and collect fees on behalf of Member and pass through Member’s fee less deductions authorized by the Membership through the Association’s Board of Directors – but the Association does not assume the obligations of its Customers - MEMBER BEARS ALL RISK OF ANY CUSTOMER’S NON-PAYMENT; and,
8. WOA and or PNBOA will file and provide the Member an IRS-1099 Form, reporting Member’s earnings as an Independent Contractor, to the extent required by law.

**Section 2: Obligations and Acknowledgements of Member**

2.1 Payment of Dues/WOA Certified: Member agrees to pay the PNBOA dues to establish his or her Membership for the 2025-26 basketball season. Member understands that Member will not be eligible to receive game assignments through the Association unless and until Member: a) pays their PNBOA dues; Agreement must be executed on or before Midnight on Friday, October 31, 2025 (or at such time one becomes a Member if after this published due date).

2.2 Independent Contractor Status/Compliance with Law: Member acknowledges and agrees that Member's relationship with Customers and the PNBOA is that of an Independent Contractor and Member is not providing the Services as an employee of the Customer or PNBOA. Member also acknowledges that Member's relationship with the Association is that of a voting Member eligible to use the services provided by the Association to facilitate Member's provision of the Services to a variety of Customers as an Independent Contractor. Consistent with Member's status as an Independent Contractor, Member is required to supply all equipment (including uniforms) necessary to provide the Services in accordance with professional standards. Further, Member represents that Member is in compliance with all applicable laws regarding the provision of services in Washington State as an Independent Contractor.

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

2.4 Adherence to PNBOA Constitution, By-Laws and Board Policies, and WOA policies: Member agrees to adhere to the Constitution, By-Laws and Board Policies and Procedures of the Association, which are available to Member 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 Member and Association or to provide Member 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. Members bear the sole responsibility for reading and familiarizing themselves with all WOA and PNBOA documents as well as completing all required training.

2.5 No Supervision or Control: Member understands and agrees that, if and when Member accepts a game assignment, Member 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 Member 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.

2.6 Assumption of Risk: Member warrants that Member is physically capable of withstanding the rigors of officiating basketball at any level of contest for which Member accepts assignments. Member understands that officiating a basketball game at any level subjects the member to risk of physical injury and Member willingly and knowingly assumes the risk of such injury. Member 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.

2.7 Waiver/Indemnification: Member 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 member or damage to Member'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. Member 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 Member's provision of the services pursuant to this agreement regardless of the legal theory under which such claim is brought.

2.8 Member Responsible for Taxes: Member acknowledges and agrees Member 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 Member 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.

## **2.9 Non-Disclosure/Non-Solicitation:**

2.9.1 Non-Disclosure of Confidential Information: Member 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.

2.9.2 Non-Disclosure of Video: Member 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.

2.9.3 Special Remedies: Notwithstanding the provisions of Paragraph 3.0, Member acknowledges and agrees that any breach or threatened breach of any provision in this Paragraph 2.9 meets the standard for the Association to obtain a preliminary injunction with the required bond limited to \$500. These provisions survive termination of this Agreement for any reason.

## **Section 3: Dispute Resolution**

Member 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 Member under age eighteen (18) (a "Minor Member") as of November 1, 2025, the Minor Member 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 Member 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 Member 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 Member that are presented in Paragraph 2.7 on behalf of themselves and the Minor Member; 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 Member presented in Paragraph 2.8.

## **Section 5: Miscellaneous Terms:**

5.1 Termination: The Association or the Member 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 Member and the Association, provided that, any accepted obligation of the Member to provide the Services are personal to the Member and may not be assigned to a third-party that is not also a Member of the Association without the express written consent of the Association.

5.3 No Waiver/Severability: Failure of either the Member 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: Member understands and agrees that this Agreement and, where applicable, the "Authorization for Medical Treatment of a Minor," constitutes the entire Agreement between the Member 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 Member 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: Member hereby authorizes the Association to use any photographs or videos taken of or by Member or other materials prepared of or by Member related to provision of services that Member provided to the Association; and further authorizes the Association to use any photographs or videos of Member officiating or participating in Association sponsored activities (such as recruitment, training, Membership 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: Member hereby authorizes the Association to communicate with the Member using Electronic Communication to conduct necessary business as a Member 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 Membership in the PNBOA. All communications will be sent to the email address Member has provided via the Members 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 Members 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. Member 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. Member 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 Member for communication purposes relevant to the business relationship of the Association and Member, as well as to pay Member for services rendered as an Independent Contractor. For these reasons, Member 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 Members personal account with the assigning software utilized by the Association for receiving assignments, currently ArbiterSports.com. Furthermore, Member agrees to upload an appropriate photo to Members personal profile for purposes of identification of Member to other Members. "Appropriate photo" generally refers to a photo with a headshot of Member that makes Member clearly and easily recognizable.

#### 5.9 Execution of Agreement

Members, who are not Minor Members, 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](mailto:membership@pnboa.org)). A Minor Member'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, Member (or Minor Member'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 Members who intend to remain a Member of the PNBOA must accept the 2025-26 MSA no later than 11:59 pm on Friday, October 31, 2025.** Failure or refusal to accept is a Class B violation as outlined in Section 9 of the PNBOA Board Policies, which could result in all game assignments suspended 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 NOVEMBER 1, 2025:** you must submit a signed hard copy of the MSA 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](mailto: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 Member Service Agreement (MSA).**

PNBOA Member Signature      Date                      Print Name

(If under 18, please see instructions above)

Parent of Legal Guardian      Date

**Mac Clark, October 17, 2025**  
PNBOA President      Date