

This Agreement is entered into between you the contractor (hereinafter referred to as "OFFICIAL" and the Fort Worth Basketball Officials Association hereinafter referred to as "FWBOA"), whose members participate in high school and junior high school basketball programs. In consideration of the mutual undertakings of FWBOA and the OFFICIAL, it is agreed as follows:

1. OFFICIAL accepts the assignment(s) from the list of available dates submitted to FWBOA. In the event the OFFICIAL has unexpected circumstances which prevent him/her from officiating any game(s), the OFFICIAL must follow the process outlined in the FWBOA Operating Procedures. Failure to adhere to the attendance requirements may serve as cause for the FWBOA to sever the relationship with the OFFICIAL.

2. This agreement is limited to the 2025-26 Season. FWBOA makes no assurances or promises to OFFICIAL that it will offer officiating assignments for future seasons. FWBOA is not obligated as to number of games or level of game assignments to the OFFICIAL. Further, FWBOA reserves the right to cancel, at its sole discretion and without cause, any assignments made in connection with this agreement.

3. OFFICIAL is required to be knowledgeable of the rules and regulations of men's and women's high school and junior high school basketball as established by the NFHS (NATIONAL FEDERATION OF HIGH SCHOOLS) and understands that all games are to be conducted according to those rules and regulations. OFFICIAL and other members of the officiating crews are solely responsible for exercising their professional judgment in applying those rules and regulations. In an effort to ensure ongoing education, OFFICIAL shall be expected to utilize the NFHS (NATIONAL FEDERATION OF HIGH SCHOOLS) Basketball Arbiter website on a regular basis.

4. OFFICIAL is solely responsible to furnish customary equipment necessary to work the game(s) he/she is assigned.

5. OFFICIAL shall maintain physical requirements needed to officiate games.

6. OFFICIAL shall serve as an independent contractor and not as an employee of FWBOA. As such, OFFICIAL recognizes and agrees that as an independent contractor he/she is not eligible for any benefits that FWBOA makes available to its employees, including but not limited to, medical, dental, prescription drug, vision, life or disability insurance coverage. In as much as the OFFICIAL is not an employee or sub-contractor of FWBOA, the OFFICIAL is ineligible for any of the before listed benefits, or any other emoluments of employment otherwise associated with an employee/employer relationship. Furthermore, FWBOA will not withhold any amounts of OFFICIAL'S fees for income tax or Social Security tax purposes, or pay any unemployment or worker's compensation insurance premiums on his/her behalf.

7. OFFICIAL is solely responsible for obtaining health, medical, disability and life insurance benefits that may be necessary to cover any claims by OFFICIAL in the event of injury or illness to OFFICIAL in connection with his/her officiating activities at assigned games. OFFICIAL understands that workers compensation laws do not apply to any accident or injury sustained as a result to his/her services as an OFFICIAL.

8. Compensation will be paid by each of the respective school districts in accordance with the agreed upon fee and expense structure for the 2025 - 26 season. If an OFFICIAL receives \$600 or more from a school district, said OFFICIAL should receive a 1099 from that district. Some districts will pay with Arbiterpay which will require the official to set up an Arbiterpay account in order to receive payment.

9. The compensation referenced in paragraph 8 is the total compensation of OFFICIAL. OFFICIAL hereby waives and releases FWBOA and the associated school districts for which it provides officials, from any and all claims for additional compensation or benefits, direct or indirect, arising out of or related to his/her services as an OFFICIAL, and hold FWBOA and its school districts harmless from any and all liabilities for any injury or damage sustained as a result of his/her services as an OFFICIAL.

10. OFFICIAL shall at all times conduct himself/herself in the highest professional manner. Unprofessional conduct shall be cause for immediate cancellation of assignments, and may serve as cause for the FWBOA to sever the relationship with the OFFICIAL. Unprofessional conduct includes, but is not limited to, use of profanity and/or wagering related to the outcome of any athletic contests. The determination of whether or not an OFFICIAL has conducted him/herself in an unprofessional or inappropriate manner shall be left to the sole discretion of FWBOA.

11. This agreement shall not be construed as preventing OFFICIAL from providing similar officiating services to other associations at time and dates other than those assigned and accepted by the OFFICIAL with FWBOA.

12. OFFICIAL agrees to comply with all requirements as written in the FWBOA Operating Procedures, Constitution and the contents of this agreement.

13. FWBOA exclusively reserves the right, at its sole discretion and without cause, to sever the relationship with the OFFICIAL at any point during the 2024-25 season.

Name of Official: Michael Lotter

Signature of Official: *Michael Lotter*

Date: 09/22/2025