

## CONTRACTOR AGREEMENT

**THIS CONTRACTOR AGREEMENT** (this "Agreement") made as of the date below between the parties set forth on the signature page hereto. In consideration of the promises and covenants contained herein and other valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

- 1.0 Terms / Responsibilities.** The term (the "Term") of this Agreement shall be for the 2026 Calendar Year Soccer Season, unless terminated by either party upon written notice to the other party. The Contractor's functions shall be refereeing soccer games (the "Services") and will be performed to the Company's satisfaction in accordance with the Company's instructions.
- 2.0 Independence/Compensation.** Contractor is an independent contractor. Contractor is not and shall not be deemed to be the employee, agent or representative of Company. None of the benefits provided by Company to its employees, including but not limited to, workers' compensation, insurance, and unemployment insurance, are available from Company to Contractor. Contractor's compensation for Services shall be \$20.00 per game. In the event Contractor and Company have reached a separate agreement for payment for any Services, Contractor is solely responsible for paying all regulatory taxes such as, but not limited to, FICA, federal, and state taxes, unemployment insurance, New York State disability, and workers' compensation. It is specifically intended and agreed between the parties that by virtue of this Agreement, neither party is, nor becomes, an employee or agent of the other; and this Agreement does not establish a partnership or joint venture between Contractor and Company. Contractor shall be solely and entirely responsible for his acts during the performance of this Agreement.
- 3.0 Indemnity.** Contractor is in good health and has been found by a qualified physician to be in good physical health and fully able to perform the Services. Contractor hereby releases, waives and discharges the Company, its officers, directors, members, employees and affiliates ("Releasees") from all liability to Contractor, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death or injury of Contractor, except to the extent caused by the gross negligence or willful misconduct of the Releasees. Contractor hereby assumes full responsibility for and risk of bodily injury and death. Contractor expressly agrees to indemnify and hold harmless Releasees, for any attorney's fees, court costs (not limited to taxable) and any other expense that may be incurred by Releasees, arising out of the necessity of defending any law suit instituted by virtue of injuries, death or property damage suffered by contractor, or injuries, death or property damage caused by Contractor. Contractor understands the risks involved in the Services, including risk of injury and Contractor agrees to accept any and all risks associated with same, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Contractor agrees to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Company or the employees, representatives or agents of the Company. Contractor further understands that his assumption of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of New York and that if any portion hereof is held invalid, Contractor agrees that the balance shall, notwithstanding, continue in full legal force and effect.
- 4.0 No Assignment or Transfer.** Neither Contractor not Company may assign or transfer this Agreement.
- 5.0 Amendments.** This Agreement may not be amended, altered or modified, except by a written document signed by both parties.
- 6.0 Notices.** All notices pursuant to this Agreement shall be in writing and delivered in person, mailed (by certified mail, return receipt requested) or telefaxed to the other party at the following address or such other address as either party hereto may, by similar notice, furnish to the other:

If to Contractor: \_\_\_\_\_

If to Company: Fayetteville-Manlius Soccer Club, Inc., 201 W. Genesee St., #190, Fayetteville, NY 13066

Notices shall be deemed received on the date of delivery if hand delivered or telefaxed (with confirmation) or three (3) days following deposit in the United States mail if sent by certified mail.

**7.0** **General Provisions.** This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflicts of laws principles. The prevailing party in any litigation between the parties related to this Agreement shall be entitled to recover all costs, including reasonable attorneys' fees, related to such litigation, in addition to any other relief which may be granted. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. Failure by Company to exercise any of its remedies as set forth in this Agreement or at law or in equity in the event of any breach by Contractor shall not constitute a waiver of the right of Company to exercise the same in the event of a subsequent default. With respect to the subject matter contained herein, this Agreement sets forth the entire agreement and understanding of the parties and supersedes any prior understanding, written or oral, between the parties. Neither party shall be responsible for delays or failures in performance resulting from acts reasonably beyond their control, including but not limited to fires, floods, strikes, lockouts, war, insurrection or natural disasters. In the event any one or more of the provisions contained in this Agreement shall be found invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have not been contained herein.

**8.0** **Venue.** Contractor and Company agree that the Supreme Court of the State of New York for Onondaga County or any federal district court having jurisdiction in that county shall have jurisdiction and shall be the proper location for the determination of all disputes arising under or related to this Agreement. In addition, contractor waives the right to trial by jury in any action between contractor and Company.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first set forth above.

**FAYETTEVILLE-MANLIUS  
SOCCER CLUB, INC. ("Company")**

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

Name: Daniel S. Silky

Title: Treasurer

\_\_\_\_\_  
**Name:**  
**("Contractor")**