

Plymouth Canton Little League

P.O. Box 87057 Canton, Michigan 48187



UMPIRE WORKING AGREEMENT

Agreement, dated January 01, 2023, between UMPIRE NAMED BELOW (hereinafter called UMPIRE) and Plymouth Canton Little League (hereinafter called PCLL).

I, the undersigned umpire, acknowledge, agree, understand and certify that: 1.) I have voluntarily, and of my own free will, elected to participate as an umpire registered with the PCLL local association designated herein 2.) My registration as a PCLL umpire does not create any kind of employer/employee relationship. My participation as a PCLL umpire is solely as an independent contractor. 3) I will abide by and enforce the provisions of the PCLL Code of Conduct and PCLL and Little League International playing rules.

INDEPENDENT CONTRACTORS

Umpires are not employees of PCLL, a non-profit corporation. All Umpires are independent contractors using PCLL as a procurement and assignment office. Umpire agrees to pay all reasonable fees in association with obtaining services, if applicable. As an independent contractor, I acknowledge that I am required to complete and submit IRS Form W-9, prior to receiving any compensation.

BACKGROUND

I understand that I am required to submit to a background check prior to participating as an umpire registered with the PCLL. I have not been convicted or pled guilty to any felony or misdemeanor charge from any court relating to sexual offenses and offenses against minors. I represent and warrant that I will notify PCLL of any convictions or guilty pleas related to any such charges against me, and I recognize that any future convictions or guilty pleas related to any such charges against me may result in termination of my status as an PCLL registered umpire and I further recognize that any false statement, misrepresentation or omission concerning this information, present or in the future, will be grounds for immediate termination of my status as a PCLL registered umpire; and I understand that PCLL does not tolerate abuse of any kind in its program and I agree to report to PCLL any allegations or suspicions of abuse of which I may become aware.

ASSIGNMENTS

Umpires accepting assignments agree to the following: Assignments for all games will be offered on the basis of ability to officiate as determined by rating, availability, examination results, and cooperation and time lines. All assignments will be made by the President of PCLL or his designee whether written or oral. Umpires agree to accept assignments from a delegated representative on specific times and/or days. Umpire hereby waives any and all rights and claims against PCLL for the manner in which assignments are made. No right to work is expressed or implied by the acceptance of this agreement.

COMPENSATION

Umpires shall be compensated for all services rendered pursuant to such assignments at the rate per game reflected in the Umpire fee schedule of \$45.00 per game for officiating the Junior Division (plate/field) and \$40.00 per game for officiating the Minor/Major Division (plate/field). Umpire agrees to abide by all rules, regulations, laws, policies and ordinances set forth and made known to Umpire whether verbally or written. No withholding taxes or contributions for social security, unemployment, disability insurance, or other employee benefits or contributions shall be deducted from Umpire's compensation. Umpire is responsible for paying all applicable taxes, fees and contributions. Fees paid to umpires over six hundred dollars (\$600) in compensation will be reported to the Internal Revenue Service, Form 1099M. Under no circumstances will umpires be paid for any travel, rainout games, or for extra time spent between games because of rain delays.

EQUIPMENT

Umpire agrees to appear for each and every assignment accepted under the terms of this agreement in the prescribed uniform. Umpire hereby agrees that as an independent contractor he/she shall acquire, repair and maintain at cost such equipment as Umpire needs for performance of officiating services. These items shall include but not limited to the Umpire uniform as prescribed by PCLL, The Umpire uniform shall be prescribed by the rule book or the Umpire's manual of that sport. In case of any discrepancy or disagreement as to the proper uniform, the decision of the designated representative of PCLL shall be final.

SERVICE

The services rendered under this agreement by the Umpire shall be in conformity with the operating procedures mutually agreed upon by the Umpire and PCLL. At the request of client, PCLL, will remove from service, as soon as a qualified replacement is available any Umpire, who in the Client's opinion, are not qualified to perform the work assigned. Umpire agrees to no compensation if replaced due to negative compliance of rules, regulations, laws and standards, ordinances and/or policies.

TERM ANNUAL CONTRACT

This agreement shall commence on the date specified above and shall continue in effect until December 31, 2020. This agreement must be signed and registered with PCLL prior to any assignment being offered.

ENTIRE AGREEMENT

I voluntary accept and solely assume all risk of damages, injury, including death, incurred or suffered by me while participating as an umpire or play by teams or other participants and I therefore release, discharge and agree not to sue PCLL, to their owners, officers, agents, servants, associations or employees for any claim, damage cost or cause of action I have or may in the future has result of injuries or damages sustained or incurred by me from whatever cause while I am participating as a PCLL registered umpire, including by not limited to negligence breach of contract, or other wrongful conduct omissions by the parties hereby released. This agreement supersedes all previous agreements oral or written between PCLL and Umpire, and represents the whole and entire agreement between the parties. No other agreement or representations oral or written have been made by the PCLL. This agreement cannot be altered, modified or amended, except in writing, properly executed by an authorized agent of the PCLL and Umpire. This agreement shall be covered by all the laws of the state of Michigan. BY MY SIGNATUE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISONS AND AGREE TO ABIDE BY THEM.

| Jmpire SignatureDate: | | | | | |
|----------------------------|-----------------------------|-----------------------|--|--|--|
| Parent or Guardians' Signa | ture if Umpire is under the | age of eighteen (18): | | | |
| | Pleas | | | | |
| First Name: | Last Name: | | | | |
| Address | | | | | |
| City | State | Zip Code | | | |
| Cell Phone: | | | | | |
| E-Mail: | | | | | |

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Canada

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

| | Name (as shown on your income tax return). Name is required on this line; d | o not leave this line blank | | | | | | |
|---|---|---|---|--------------------------|------------|--------------------------------|---------|--|
| | | | | | | | | |
| | 2 Business name/disregarded entity name, if different from above | | | | | | | |
| Print or type. Specific Instructions on page 3. | Check appropriate box for federal tax classification of the person whose name following seven boxes. Individual/sole proprietor or C Corporation S Corporation | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | | | | | |
| 99.0 | single-member LLC | | Exempt payee code (if any) | | | | | |
| 충 | ☐ Limited liability company. Enter the tax classification (C=C corporation, S | p) ► | | | | | | |
| 호 | Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from | | | | | Exemption from FATCA reporting | | |
| Print or type. c Instructions | another LLC that is not disregarded from the owner for U.S. federal tax p | urposes. Otherwise, a single- | code (if any) | | | | | |
| _ ₹ | is disregarded from the owner should check the appropriate box for the t | ax classification of its owner. | Wher. (Applies to accounts maintained outside the U.S.) | | | | he (15) | |
| 8 | Other (see instructions) ► 5 Address (number, street, and apt. or suite no.) See instructions. | B | Requester's name and address (optional) | | | | | |
| See | | | | | | | | |
| Ø | 6 City, state, and ZIP code | City, state, and ZIP code | | | | | | |
| | 7 List account number(s) here (optional) | | | | | | | |
| | | | | | | | | |
| Par | Taxpayer Identification Number (TIN) | | | | | | | |
| | your TIN in the appropriate box. The TIN provided must match the nar | | | curity numb | er | | | |
| | p withholding. For individuals, this is generally your social security nur nt alien, sole proprietor, or disregarded entity, see the instructions for | | a | _ | _ | 11 | | |
| entitie | s, it is your employer identification number (ÉIN). If you do not have a | | Ш | \sqcup | 」 ∟ | ш | Ш | |
| TIN, k | | Non and What Name | or Employee | identification | on number | | \neg | |
| | If the account is in more than one name, see the instructions for line 1 er To Give the Requester for guidelines on whose number to enter. | . Also see what warne and | , Employe | er identification number | | | | |
| | | | | - | | 11 | | |
| Par | Certification | | | | | | | |
| | penalties of perjury, I certify that: | | | | | | | |
| The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and | | | | | | | | |
| 3. I an | a U.S. citizen or other U.S. person (defined below); and | | | | | | | |
| The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. | | | | | | | | |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. | | | | | | | | |
| Sign Here | orginature or | | | | | | | |
| Ger | neral Instructions | • Form 1099-DIV (divid | ends, including | those from | stocks o | r mutu | al | |
| Section references are to the Internal Revenue Code unless otherwise noted. | | funds) • Form 1099-MISC (various types of income, prizes, awards, or gross | | | | | | |
| Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted | | proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) | | | | | | |
| after they were published, go to www.irs.gov/FormW9. | | Form 1099-S (proceeds from real estate transactions) | | | | | | |
| Purpose of Form | | Form 1099-K (merchant card and third party network transactions) | | | | | | |
| An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid) | | Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) | | | | | | |
| | | Form 1099-C (canceled debt) | | | | | | |
| | | Form 1099-A (acquisition or abandonment of secured property) | | | | | | |
| | | Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. | | | | | | |
| | | If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. | | | | | | |
| - W0- | | | | | | | | |
| | Cat. No. 10231X Form W-9 (Rev. 10-20) | | | | | | 0-2018) | |