



Greater Sacramento Softball Association
6380 Tupelo Drive, Suite 3, Citrus Heights, CA 95621
Ph. (916) 684-5098 Fax. (916) 684-5156
bill@gubel.com

UMPIRE WORKING AGREEMENT

Agreement, dated January 1, 2012, between OFFICIAL NAMED BELOW (hereinafter called OFFICIAL) and Sacramento ASA / GREATER SACRAMENTO SOFTBALL ASSOCIATION (hereinafter called GSSA).

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 ASA local association designated herein 2.) My registration as an ASA umpire does not create any kind of employer/employee relationship. My participation as an ASA umpire is solely as an independent contractor. 3) I will abide by and enforce the provisions of the ASA Code and ASA playing rules.

INDEPENDENT CONTRACTORS

Officials are not employees of GSSA, a non-profit corporation. All officials are independent contractors using GSSA as a procurement and assignment office. Official agrees to pay all reasonable fees in association with obtaining services.

BACKGROUND

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 ASA and the local ASA association 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 ASA 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 ASA registered umpire; and I understand that ASA does not tolerate abuse of any kind in its program and I agree to report to ASA any allegations or suspicions of abuse of which I may become aware. If I plan to work any youth games, I will turn in a background check consent form to give ASA permission to run a background check.

ASSIGNMENTS

Officials 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 UIC or his designee whether written or oral. Officials agree to accept assignments from a delegated representative on specific times and/or days. Official hereby waives any and all rights and claims against GSSA for the manner in which assignments are made. No right to work is expressed or implied by the acceptance of this agreement.

COMPENSATION

Officials shall be compensated for all services rendered pursuant to such assignments at the rate per game reflected in the official fee schedule. Official agrees to abide by all rules, regulations, laws, policies and ordinances set forth and made known to Official 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 Official's compensation. Official is responsible for paying all applicable taxes, fees and contributions. I may be eligible for certain limited excess medical coverage expenses for injuries sustained during my participation as an ASA umpire.

EQUIPMENT

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

SERVICE

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



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TERM ANNUAL CONTRACT

This agreement shall commence on the date specified above and shall continue in effect until December 31, 2012. This agreement must be signed and registered with GSSA prior to any assignment being offered.

ENTIRE AGREEMENT

I voluntarily 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 therefor release, discharge and agree not to sue ASA and/or the ASA local association designated herein, to their owners, officers, agents, servants, associations or employees for nay 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 an ASA 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 GSSA and Official, and represents the whole and entire agreement between the parties. No other agreement or representations oral or written have been made by the GSSA. This agreement cannot be altered, modified or amended, except in writing, properly executed by an authorized agent of the GSSA and Official. This agreement shall be covered by all the laws of the state of California. BY MY SIGNATUE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS AND AGREE TO ABIDE BY THEM.

All information below is REQUIRED.

Official Signature _____ **Date:** _____

First Name: _____ **Last Name:** _____

Address _____ **City** _____

State _____ **Zip Code** _____ **Phone:** _____

Gender _____ **DOB** _____ **Email:** _____

Social Security Number: _____

Number of years registered ASA umpire: _____

Other Sports You Officiate _____

Do you want additional insurance?: Yes_____ No_____ if yes, an extra \$22 dollars is required.

Background Check Required for ALL UMPIRES in 2012

A completed background check consent form must accompany this GSSA contract.

Checklist for sending in registration:

- Completed Contract
- Include Check
- Background Check Consent
- Copy of Driver's License

AMATEUR SOFTBALL ASSOCIATION - NOTICE OF BACKGROUND CHECK AND CONSENT

IMPORTANT –PLEASE READ CAREFULLY BEFORE SIGNING BELOW

The Amateur Softball Association of America and/or its local associations (collectively, “ASA”) are volunteer driven not-for-profit organizations. One of ASA’s objectives is to promote proper safeguards in accordance with the spirit of true sportsmanship and establish principles for ethical behavior in the sport of softball. You are already working with ASA or you have expressed an interest in becoming a volunteer with ASA. Consistent with promoting wholesome and safe competition, ASA may perform criminal background and/or motor vehicle record (or “driving record”) checks on you pursuant to your written consent and instructions below. Accordingly, ASA may obtain reports on your criminal background and/or driving history from a “consumer reporting agency.” The report may include information gathered from county, federal, statewide or other record searches, as guided by personal identifier information obtained through a Social Security Number trace, name address or other information. You may refuse to provide your consent to a background check, however, your refusal may affect your ability to participate in ASA programs. NOTE: Conducting a Social Security Trace does NOT access the subject’s credit history nor affects the subject’s credit score or credit rating. ASA has contracted with LexisNexis, a consumer reporting agency, to provide the consumer reports. LexisNexis may be contacted by mail at LexisNexis, P.O. Box 105108, Atlanta, GA, 30348, by telephone at 800-845-6004 or through the internet at <http://www.lexisnexis.com/> and/or <http://personalreports.lexisnexis.com/>

The consumer reports may contain information bearing on your character, general reputation, personal characteristics, and mode of living. Please note that ASA does not discriminate on the basis of race, color, creed, religion, sex, sexual orientation, national origin or ancestry. The types of information that may be obtained include but are not limited to social security number verification, sex offender registry checks, criminal records checks, inmate records searches, motor vehicle records, and court records checks. The information contained in these consumer reports may be obtained by LexisNexis from public record sources. The consumer reports will not include credit record checks. The nature and scope of the consumer reports are described above. Nonetheless, you are entitled to request a complete and accurate disclosure of the nature and scope of such reports by submitting a written request to LexisNexis at the address listed above. Additional notices for applicants in California, New York, Minnesota, Maine, and Oklahoma are attached to this form.

By signing below you are authorizing and instructing ASA to immediately obtain criminal background and driving record reports from a third party (utilizing a social security number trace or other information such as your name, address or driver’s license number) as ASA deems necessary and appropriate. Moreover, you are allowing and instructing ASA to obtain those reports from a third party on an ongoing basis without any additional notice or consent for as long as you are a volunteer or otherwise associated with ASA. You may revoke this consent at any time by providing ASA with a written notice of revocation.

AUTHORIZATION, CONSENT AND INSTRUCTION

I acknowledge receipt of the Notice of Background Check and certify that I have read and understand that notice. I hereby voluntarily consent to ASA obtaining a background check on me and I authorize and instruct ASA to obtain criminal background and/or driving record reports from a third party (utilizing a social security number trace or other information such as my name, address or driver’s license number) as ASA deems necessary and appropriate. This authorization and instruction will take immediate effect when I sign below, and will last throughout the duration of my involvement with ASA. Accordingly, ASA may obtain additional criminal background and/or driving record reports from a third party on an ongoing basis (i.e. annually or semi-annually) throughout my association with ASA without any further notice or additional warning. To this end, I hereby authorize without reservation any law enforcement agency, administrator, local, state or federal agency, information service bureau and/or the Social Security Administration to furnish any and all background information (including criminal history and/or driving records but not credit history) requested by any third party "consumer reporting agency", another outside organization acting on behalf of ASA, and/or ASA itself. I understand that if ASA makes a preliminary determination not to accept my application or to revoke my affiliation based on information contained in a consumer report, I will be notified and provided an opportunity to respond. I agree that a facsimile (“fax”) or photographic copy of this Authorization and Instruction shall be as valid as the original.

Include a Legible Photo Copy of your Driver’s License Attached to this document.

Printed Name (Full Legal name) Last, Middle, First		Date of Birth	Aliases or Former Names used in past ten years	
Signature	Date	ASA ID card Member #	Email address	Phone Number
Current Residence, Street Address		Driver’s License # & State	Prior Residence (in last 5 years), Street Address	
Current Residence, City, State & Zip Code		Desired Position w/ ASA	Prior Residence (in last 5 years), City, State, & Zip	

ADDITIONAL NOTICES TO CALIFORNIA, MINNESOTA, OKLAHOMA, MAINE AND NEW YORK APPLICANTS

California

Under California law, the consumer reports described above that we will procure on you are defined as investigative consumer reports. These reports will be procured in connection with your application to serve as a volunteer, and additional reports may be procured at any time during your service as a volunteer in order to evaluate your continued suitability for volunteer service. The reports may include information on your character, general reputation, personal characteristics, and mode of living.

Under section 1786.22 of the California Civil Code, you may inspect the file maintained on you by LexisNexis, during normal business hours and with proper identification. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication, by appearing at LexisNexis' offices in person, during normal business hours and on reasonable notice, or by certified mail upon making a written request. You may also receive a summary of the information contained in this file by telephone. LexisNexis will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information. This written explanation will be provided whenever a file is provided to you for visual inspection. If you appear in person, you may be accompanied by one other person of your choosing, who must furnish reasonable identification.

For Applicants in California, Minnesota, and Oklahoma Only

You have the right to request a free copy of any report procured on you. If you would like to receive a copy of the background check information obtained on you please indicate by checking the following box and signing below.

Yes, I would like to be provided with a copy of the background check information and request that you forward the information to me at the following address:

Printed Name

Street Address

City, State, Zip

Signature

Date

***In the event you elect to receive a copy of your information, you are required (on an ongoing basis) to keep ASA informed of any address changes so that your background check information is not forwarded to an old address.

For New York Residents:

As explained above, a consumer report will be requested in connection with your application, and additional consumer reports may be requested during the course of your service with us. You have the right, upon request, to be informed whether or not a consumer report was requested and, if a consumer report was request, of the name and address of the consumer reporting agency that furnished the report.

For Maine Residents:

You have the right, upon request, to be informed of whether an investigative consumer report was requested, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from this organization, within five business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquires for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such consumer reporting agencies copies of any such investigative consumer reports. Please note that consumer reporting agency name, address and telephone number that handles such inquiries is: LexisNexis, P.O. Box 105108, Atlanta, GA, 30348-5108; Telephone: 800-845-6004.

My signature below indicates that I have read, understand, and accept the accompanying disclosures and notices.

Signature

Date