



REFEREE AGREEMENT

This Referee Agreement (the "Agreement") is made as of the [redacted] day of [redacted], 20[redacted] (the "Effective Date"), by and between the University at Buffalo Student Association Inc. (hereinafter "SA"), having an address of 350 Student Union, University at Buffalo North Campus, Amherst, NY 14260, and [redacted] ("Referee"). Referee's address is:

Street 1: [redacted]
Street 2: [redacted]
City: [redacted] State: [redacted] Zip: [redacted].
Referee's email address is [redacted].

SA and Referee are also sometimes individually referred to as a "Party" and collectively as the "Parties" in this Agreement.

IN CONSIDERATION of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Club. [redacted] (the "Club") is a SA club.
2. Referee's Responsibilities. Referee shall: officiate a competition between the Club and a competing sports club from another college or university (the "Activity"), in a safe and prudent manner, and in accordance with all applicable league rules, at the following place, date and time:
 - a. Place of Activity: [redacted]
 - b. Date of Activity: [redacted]
 - c. Start Time of Activity: [redacted].

If the foregoing Activity is stopped mid-Activity due to inclement weather or any other reason, Referee will still be entitled to payment, if Referee is at the Place of Activity at the appropriate date and time. However, if the Activity is rescheduled, then this Agreement shall apply to the rescheduled date/time, if Referee officiates the Activity then; if the Activity is rescheduled prior to the scheduled Start Time of Activity in accordance with applicable league rules but Referee does not officiate at the rescheduled date/time, Referee shall not be entitled to payment.

3. Termination. SA may terminate this Agreement at any time upon notice to the Referee.

4. Payment. SA shall pay to Referee an amount of \$ [REDACTED] (United States Dollars) only, which shall be due only after completion by Referee of all of Referee's aforesaid responsibilities. Payment will be in the form of a check issued by SA's fiscal agent. Check for payment will be made payable to Referee, and shall be sent to Referee's address set forth on Page 1 of this Agreement, unless Referee makes arrangements to pick up such check from SA. Referee must accurately complete IRS Form W-9 (or W-8BEN, W-8BEN-E, W-8ECI, W-8EXP or W-8IMY, as appropriate) and return the same to SA with a fully executed original of this Agreement before any payment may become due by SA; SA may withhold any amounts legally required.
5. Nature of Relationship. Referee agrees that all services provided by Referee shall be as an independent contractor and not an employee of SA. Referee shall not be entitled to any benefits associated with an employer/employee relationship, including (but not limited to) disability, unemployment, workers' compensation, medical or other insurance, or any other employee benefit. All taxes due as a result of monies paid by SA to Referee are solely the responsibility of the Referee.
6. Compliance With Laws. Each Party shall comply with all applicable laws and regulations.
7. Assumption of Risk. Referee understands and acknowledges that there are risks which are inherent in the nature of the Activity including but not limited to serious physical injury, permanent disability, death, and economic losses. Referee hereby consents to and voluntarily assumes all risks existing in the Activity.
8. Waiver of Claims. Referee hereby waives and forever releases all claims and causes of action against the State of New York, the State University of New York, the University at Buffalo, the Club and SA, and their respective officers, directors, agents, volunteers and employees (collectively, the "Released Parties"), which arise out of the Activity, including but not limited to all claims and causes of action that arise out of the negligence of any of the Released Parties.
9. First Aid. Referee hereby consents to first aid and emergency medical care, including admission to a hospital and transportation thereto, should Referee sustain an injury while participating in the Activity. Referee shall not hold any of the Released Parties responsible for any costs Referee may incur as a result of first aid or medical care. Referee knows of no reason, medical or otherwise, that would prevent him/her from safely participating in the Activity as a Referee.
10. Recording. Referee hereby grants permission to SA to photograph Referee, and to make video, digital and/or audio recordings of Referee, in connection with Referee's participation in the Activity. Referee grants SA permission to edit, copyright, use, publish and republish the same in print and/or electronically, without payment to Referee, for any lawful purpose, including for example such

purposes as publicity, advertising and web content. Referee grants and conveys to SA all right, title, and interest in any and all photographs, images, video, digital or audio recordings of Referee or Referee's likeness or voice made by SA in connection with Referee's participation in the Activity.

11. Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement. This Agreement supersedes all prior communications and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.
12. Assignment. No right or obligation under this Agreement may be assigned by Referee without the prior written consent of SA.
13. Modification; Waiver. No modification or amendment of any provision of this Agreement will be binding on any Party unless in writing and signed by both Parties. No waiver by SA shall be valid unless it is in writing and executed by SA.
14. Binding Effect. This Agreement shall bind the Parties and Referee's heirs, estate, executors, administrators and assigns.
15. Governing Law; Venue. This Agreement, and any dispute, controversy or proceeding arising out of or relating to this Agreement or the subject matter hereof, shall be governed by and construed in accordance with the substantive laws of the State of New York (without regard to conflict of laws principles). The sole and exclusive proper venue for any claim, dispute, controversy or proceeding arising out of or relating to this Agreement shall be located in Erie County, New York.
16. Notice. Any notice to Referee may be personally delivered to the Referee or mailed via certified U.S. mail to the address of Referee set forth on Page 1 of this Agreement. In the alternative, any notice to Referee may be provided by electronic mail (email) to Referee at Referee's email address set forth on Page 1 of this Agreement. Any notice to SA shall be personally delivered or mailed via certified U.S. mail to:

SA Administrative Director
350 Student Union
University at Buffalo – North Campus
Amherst, NY 14260

If the notice is provided by mail, the date of notice shall be deemed to be three (3) days from the date of certified mailing. If the notice is personally delivered, the date of delivery shall be the date of notice. If the notice is provided to Referee by email, the date of sending shall be the date of notice.

17. Breach. In the event that Referee alleges that SA has breached this Agreement, Referee must provide SA written notice of the alleged breach and a reasonable opportunity to cure the alleged breach.
18. Headings. Section headings contained in this Agreement are inserted for convenience of reference only and shall not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.
19. Severability. If any term of this Agreement is to any extent invalid or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability only, the rest of this Agreement shall remain in full force and effect, and to the extent possible the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
20. SUNY Limitations. The approval by campus officials (if any) indicates only that the purpose of the fiscal commitment (if any) is in compliance with the provisions of the Trustees policy governing student activity fees; this Agreement does not constitute a fiscal obligation of the State of New York.
21. Signing Authority. Only the SA Officers may sign or agree to modify any agreement on behalf of SA; other individuals, including but not limited to Club officers and coaches, may not modify this Agreement or otherwise bind SA or the Club.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first above written.

UNIVERSITY AT BUFFALO STUDENT ASSOCIATION INC.

By: _____
 Print Name: _____
 SA President

By: _____
 Print Name: _____
 SA Treasurer

REFEREE

Sign: _____
 Print Name: _____

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