

The Grassroots Youth Football League
OFFICIATING AGREEMENT

THIS AGREEMENT is made as of the date on page 3 of this Agreement, by and between IHN Enterprise, LLC, a Maryland corporation (the "Contractor") and the Official signing this Agreement (the "Official").

RECITALS:

- A. The GYFL (the "League") operates a youth football league which plays games between the months of May and July.
- B. The GYFL wishes to engage the Contractor, through Gregory C. Steed, Jr., its sole member who is an experienced football official to contract the services of qualified and experienced football officials to officiate games.
- C. The Official is a qualified National Federation of State High Schools (NFHS) and/or NCAA football official, knowledgeable in all applicable football game rules and desires to be retained by the Contractor as an Independent contractor to officiate football games for the 2011 season.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Services. The total fee to be paid to the Officials (4) for each of the games is set forth in Exhibit A. At the direction of the Contractor, a payment of \$30.00 per official for each game officiated may be made by the GYFL directly to that Subcontractor on the date of the game. The Official shall be responsible for all expenses incurred by him/her in performing under this Agreement, including, but not limited to, the cost of uniforms and transportation to and from League games.

2. Term. The Official's period of engagement shall commence on May 7, 2011, the day of the first League game, and shall end on July 2, 2011, the day of the last League game.

3. Status of Contractor and Subcontractors.

3.1 Independent Contractor. The Contractor enters into this Agreement as an independent contractor and shall remain as such throughout the term of this Agreement. Neither the employees nor members of the Contractor nor any of the Subcontractors retained by Contractor shall be entitled to any of the rights or benefits afforded to the GYFL's employees, including disability, unemployment insurance, worker's compensation, medical insurance, sick leave, liability insurance, or any other benefits provided to employees of the GYFL. The Official (subcontractor) shall be responsible for providing such benefits for himself/herself, as applicable.

3.2 Income Taxes. The Official (Subcontractor) shall be responsible for paying when due all income taxes, including estimated taxes incurred as a result of compensation paid to Subcontractor by the GYFL for services pursuant to this Agreement.

4. Indemnification. The Official shall defend, reimburse, indemnify and hold the GYFL, IHN Enterprise LLC, and Gregory C. Steed Jr, harmless from, against, and in respect of any and all claims, costs, expenses (including the reasonable fees of counsel), liabilities, obligations, losses, damages, actions, suits, or proceedings of any nature arising from or in connection with the Contractor's failure to perform any covenant made by it herein or arising from or in connection with the assertion against the GYFL of any claim for payment or performance of any obligation, debt, or liability, whether fixed or contingent, in connection with any matter occurring or taking place during the term and arising from the Contractor's obligations under this Agreement or a breach thereof, including, but not limited to, claims of any Subcontractors against the GYFL and the Contractor.

5. Termination. Either party may immediately terminate the relationship with the other following a material breach of this Agreement by the other party which is not cured within five business days after notification of such breach.

6. Notices. Any notice, consent or other communication pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when personally delivered or mailed by United States certified mail, postage prepaid, to the other party.

7. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, and shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and permitted assigns. If any term or provision of this Agreement is to any extent invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the full extent permitted by law. This Agreement may be assigned by the Contractor, but not by the Official. This Agreement constitutes the complete and entire agreement between the parties which respect to the matters described herein, supersedes any prior agreements or understandings, and may be amended or modified by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the Contractor and the Official have executed this Agreement on the date(s) below indicated.

IHN ENTERPRISE, LLC

Dated:

By: _____
Gregory C. Steed Jr., President

Official

Dated:

By: _____
Official's Signature

PRINT NAME, ADDRESS, and E-MAIL:

EXHIBIT A

<u>Game Dates</u>	<u>No. of Games</u>	<u>No. of Officials/Game</u>	<u>Total Fee per Game</u>
5/07/11	5	8	\$240
5/14/11	5	8	\$240
5/21/11	5	8	\$240
5/28/11	5	8	\$240
6/04/11	5	8	\$240
6/11/11	5	8	\$240
6/18/11	2	8	\$240
6/25/11	1	8	\$240
7/02/11	1	8	\$240

Note: Total number of games are subject to change.