THSLL AND SWLOA AGREEMENT

This agreement is made this day of <u>CETTEMF</u>, 2009, between: The Southwest Lacrosse Officials Association (SWLOA), the vendor, and The Texas High School Lacrosse League (THSLL), the customer.

Whereas, the SWLOA and the THSLL desire to enter into an agreement wherein the SWLOA will provide lacrosse officials for all THSLL recognized season games and district/state playoffs/championships recognized by the THSLL for the next three (3) years (2010, 2011, and 2012).

For the purposes of this agreement the THSLL recognized season and district/state playoffs/championships run from January through May for the years 2010, 2011, and 2012. Any exceptions will be agreed upon in writing by the SWLOA President and the THSLL Commissioner prior to January 1st of each year for the term of this agreement.

The system of record for all THSLL member school rosters, contacts, field locations, game schedules, and game scores will be the THSLL website - www.incl. The THSLL will provide pertinent information from the THSLL website to the SWLOA in an EXCEL format so that the SWLOA local area assigners can assign officials for THSLL games.

NOW THEREFORE, THE SWLOA AND THE THSLL AGREE AS FOLLOWS:

THE SWLOA AGREES:

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- To furnish lacrosse officials as needed for all scheduled THSLL recognized season games and district/state playoff/championship games submitted by the THSLL Administrator.
- 2. To furnish the THSLL Administrator with contact information for the local area assignors and the President, who shall be the main contact personnel for the SWLOA.
- 3. To charge the rates for the SWLOA services as set forth in Exhibit "A" for the term of this agreement.
- 4. To have an SWLOA representative appear upon request at annual THSLL State Meetings convened by the THSLL with proper notice of at least 30 days.
- 5. SWLOA assignors are responsible for notifying the THSLL Commissioner and the THSLL District Coordinator within 24 hours of player and/or coach ejections.
- 6. SWLOA will receive information from the THSLL Administrator via Excel spreadsheet for the purposes of assigning officials for all THSLL recognized season games and district/state playoff/championship games.
- 7. The SWLOA Chief Referee will review and agree to the THSLL Rulebook, Appendix A Rule Waivers for each year of this agreement prior to January 1st.
- 8. SWLOA assignors will notify the THSLL Commissioner of any high school lacrosse games scheduled and assigned directly with the SWLOA, during the THSLL recognized season and district/state playoffs/championships, which include any of the THSLL recognized member schools and/or out-of-state guests included on the THSLL game schedule as provided to the SWLOA by the THSLL Administrator.

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THE THSLL AGREES:

- 1. The THSLL member schools will pay for services at rates set forth in Exhibit "A". Full payment shall be due at the scheduled game, or no later than ten (20) days thereafter unless agreed to in advance by both parties, pursuant to a voucher presented by the SWLOA officials to a THSLL member school representative at the game site.
- 2. The THSLL Administrator shall provide the SWLOA a schedule of all THSLL recognized games, no later than January 1st of each year, in EXCEL format, which shall include the date, time, location, teams, and game type JV or Varsity.
- The THSLL Administrator shall provide the SWLOA schedules of all THSLL district/state playoff/championship game schedules as soon as the brackets are determined, in EXCEL format, which shall include the date, time, location, and teams.
- 4. The THSLL member schools shall remain responsible for the payment of fees in the event that a game is forfeited or considered a "no contest" unless a two (2) hour notice is given.
- 5. The THSLL member schools shall remain responsible for the payment of fees in the event they change the schedule, including but not limited to changing the starting time or location of a game, unless notification is given to the vendor in accordance with 6 and 7 below.

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- 6. During the THSLL recognized season, all games shall be officiated as assigned through the established THSLL scheduling process and as described in this agreement with SWLOA officials. Except for district/state playoffs/championships games so designated by the THSLL, payment of official's fees shall be the sole responsibility of each member school. Failure to pay official's fees may result in forfeiture of THSLL games. Rainout Procedures Game Day cancellations should be made by a phone call to assignor and coaches. In the event games are cancelled less than two (2) hours prior to game time, member schools are responsible for paying officials for such scheduled games. If two (2) games are scheduled, the officials will be paid one fee, that being the higher of the fees. Officials will also be paid for suspended games.
- 7. The THSLL Administrator shall update game schedules and notify the local SWLOA area assignor at least three (3) days prior to a scheduled game of all changes to date, time, and location of the contest, except when such cancellation or postponements are due to an act of nature. If there is a change within 24 hours of the scheduled start time, the THSLL Administrator is required to notify the SWLOA local area assignor by telephone and email.
- 8. The THSLL Treasurer will be responsible for the payment of all fees associated with THSLL district/state playoff/championship games within ten (10) days of receiving invoices and/or vouchers.
- 9. The THSLL Administrator will collect the SWLOA Booking Fees as per Exhibit "A" for the SWLOA, and the THSLL Treasurer will remit the collected Booking Fees to the SWLOA by December 1st of each year and any remaining outstanding SWLOA Booking Fees no later than January 1st of each year. The THSLL Treasurer will provide an accounting of all SWLOA Booking Fees to the SWLOA by January 31st of each year. Member teams will be responsible for paying additional Booking Fees (over 15 scheduled games) directly to the SWLOA.

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- 10. The THSLL Commissioner and the SWLOA President will review and validate Exhibit "A" each year by January 1st.
- 11. The THSLL Commissioner will provide the SWLOA President with its approved THSLL Rules Waivers by December 1st for the next year.

The Texas High School Lacrosse League (THSLL)

By: / M / Arm

Ray Martin - THSLL Commissioner

Date: 10/09/09

The Southwest Lacrosse Officials Association (SWLOA)

By: Date:

Tom Fitzsimmons - SWLOA President

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Exhibit "A"

BOOKING FEES:	2010	2011	2012
VARSITY BOOKING FEE (per season)	\$125	\$125	\$125
VAROTT BOOKING LE (per season)	Ψ120	Ψ120	Ψ120
JV BOOKING FEE (per season)	\$100	\$100	\$100
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Booking fees cover up to a 15 game schedule, \$10 per game above that, billed and collected by area assignors. Teams are responsible for paying fees directly to the SWLOA for each game over 15 in their THSLL schedule.

REGULAR SEASON GAME FEES:

VARSITY GAME FEE (per official) – 12 minute quarters

2010 **2011

**2012

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JV GAME FEE (per official) – 10 minute quarters

2010	**2011	**2012
\$65	\$65	\$65

** 2011 and 2012 game fees to be negotiated after each annual SWLOA meeting. Game fee increases will not exceed a cumulative 10% increase over the term of the agreement.

DISTRICT/STATE PLAYOFF/CHAMPIONSHIP GAME FEES:

(Three (3) man crews)

	2010	**2011	**2012
GAME FEES (per official)	\$80	\$80	\$80

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TRAVEL: The THSLL shall provide double occupancy hotel rooms near the game site for the officiating crew for State playoffs/championships contests upon reasonable notice of the SWLOA to the THSLL. Mileage is to be reimbursed at prevailing IRS rates for the driver door to door and a per diem of \$50 per day for other officials.

An official will be present at ½ fee to act as CBO and/or alternate official for all district, regional, and state championship playoff games.