

# TACOMA BASKETBALL OFFICIALS' ASSOCIATION

## ANNUAL MEMBERSHIP AND OFFICIATING SERVICES AGREEMENT:

Term: October 1, 2026 – September 30, 2027

Official's Printed Name: \_\_\_\_\_

Please check one:

- ☐ Applying for or renewing TBOA Membership
- ☐ Applying as a WOA Associate Official Only

## 1. PURPOSE OF AGREEMENT

This Annual Membership and Officiating Services Agreement ("Agreement") establishes the responsibilities and obligations of the Tacoma Basketball Officials Association ("TBOA" or "Association") and the undersigned official ("Official").

A TBOA Member who wishes to receive basketball game assignments through the Association must have a current, fully executed Agreement on file and must satisfy all applicable TBOA, Washington Officials Association (WOA), Washington Interscholastic Activities Association (WIAA), and customer requirements. Execution of this Agreement does not guarantee the Official any assignment, level of assignment, number of assignments, postseason assignment, evaluation, rating, or ranking.

## 2. MEMBERSHIP STATUS

### 2.1 TBOA Members

TBOA Members are dues-paying officials who provide officiating services to school, recreational, and other amateur basketball leagues, teams, tournaments, and organizations served by TBOA ("Customers").

New transferring officials may be required to complete training, observation, evaluation, or other requirements established by TBOA before becoming eligible for assignments at levels.

### 2.2 WOA Associate Officials

A WOA Associate Official is an official whose primary membership is with another WOA Member Officiating Group (MOG) and who may be approved to officiate TBOA/WIAA contests when needed. An Associate Official:

Is not a voting member of TBOA solely by virtue of Associate Official status.

Is not required to pay TBOA membership dues unless otherwise required by TBOA policy.

Must remain eligible and in good standing with WOA and the official's primary MOG.

Must comply with applicable WOA, WIAA, TBOA, and customer requirements while accepting or working TBOA assignments.

May be required to receive approval or observation from the TBOA Training Coordinator before receiving assignments.

Is not evaluated or ranked as part of the regular TBOA membership process unless the official subsequently becomes a TBOA Member and meets applicable TBOA requirements.

## 3. SERVICES PROVIDED BY TBOA

TBOA exists, in part, to provide its members with access to customers, officiating opportunities, training, evaluation, and qualified officiating partners while maintaining the independence and impartiality of its officials.

For the benefit of its Members, TBOA may:

1. Contract or otherwise establish relationships with Customers to provide basketball officiating services.
2. Maintain a membership organization through which qualified officials may become eligible for assignments.
3. Inform Members of qualifications required by TBOA, WOA, WIAA, or individual Customers, including testing, clinics, certification, training, background checks, and other eligibility requirements.
4. Provide our contract for game-assignment services.
5. Provide or contract for services that invoice Customers, collect officiating fees, and distribute those fees to Members, less deductions authorized by the Association.
6. Provide training, education, observation, evaluation, and other programs intended to improve officiating performance.
7. Maintain policies, procedures, standards, and expectations governing participation in TBOA.
8. Provide required tax-reporting documents, including IRS Form 1099, when required by law.

The Member understands that **TBOA does not guarantee payment by any Customer and the Member bears the risk of Customer non-payment**, subject to any applicable agreement or law.

## **4. MEMBER OBLIGATIONS AND ACKNOWLEDGMENTS**

### **4.1 Membership Dues and Eligibility Requirements**

The Member agrees to pay all membership dues and other properly authorized fees established by TBOA. For the 2026–2027 Agreement Term, annual TBOA membership dues are **\$50.00**, unless subsequently modified in accordance with TBOA governing documents. The Member is not eligible to receive TBOA assignments until the Member has paid applicable dues, executed this Agreement, and satisfied required eligibility requirements. The Member is responsible for completing and paying for any WOA-required background check unless WOA or TBOA provides it.

### **4.2 Independent Contractor Status**

The Member understands and agrees that officiating services are performed as an **independent contractor** and not as an employee of TBOA or the Customer. Nothing in this Agreement creates an employer-employee relationship, partnership, joint venture, or agency relationship between TBOA and the Member. The Member has no authority to bind, obligate, represent, or speak on behalf of TBOA or any Customer unless specifically authorized to do so. The Member is responsible for complying with applicable laws and requirements associated with providing officiating services as an independent contractor.

### **4.3 Availability and Assignments**

The Member controls the dates and times the Member makes available for assignments. The Member is responsible for accurately maintaining availability through the assigning system designated by TBOA. TBOA does not guarantee:

- Any specific assignment;
- Any minimum number of assignments;
- Any level of competition;
- Varsity assignments;
- Tournament or postseason assignments;
- Assignments with partners, schools, leagues, or Customers;
- Continuation of assignments previously received.

Assignments may be based on factors including, but not limited to, availability, qualifications, experience, evaluation results, ranking, performance, Customer requirements, geography, crew needs, training needs, and TBOA's operational needs.

## 4.4 Acceptance and Decline of Assignments

Members are expected to manage availability accurately and respond to assignments promptly and professionally. Once a member accepts an assignment, the member is expected to fulfill that assignment unless circumstances reasonably prevent the member from doing so. Members are subject to the current TBOA assignment, turnback, decline, and replacement policies. Any financial assessment or penalty associated with declining or turning back an assignment must be authorized under current TBOA policy.

For the 2026–2027 season, the current decline assessment is **\$10.00 per applicable decline**, unless changed under TBOA policy.

## 4.5 Compliance with Governing Rules and Policies

The Member agrees to comply with the current:

- TBOA Bylaws;
- TBOA policies and procedures;
- TBOA Code of Conduct and professional standards;
- TBOA Evaluation Program requirements applicable to the Member;
- WOA rules, requirements, policies, and Code of Conduct;
- WIAA rules and requirements applicable to contests being officiated;
- NFHS Basketball Rules and approved mechanics, when applicable; and
- Reasonable Customer-specific requirements communicated to the Member.

TBOA will make current governing documents reasonably available to members electronically or upon request.

## 4.6 Professional Conduct

The Member agrees to conduct themselves professionally while representing TBOA or performing TBOA assigned services. Members are expected to demonstrate professionalism toward:

- Fellow officials;
- Assigners;
- Evaluators;
- Board members;
- Coaches;
- Players;
- School administrators;
- Game management personnel;
- Spectators;
- Customers.

Members should avoid conduct that reasonably damages the reputation, integrity, professionalism, or operations of TBOA.

Membership in TBOA does not exempt any Executive Board member, committee member, assigner, evaluator, trainer, or other official from compliance with the same standards of professional conduct applicable to the general membership.

## **4.7 Training, Certification, and Evaluation**

The Member is responsible for completing required training, testing, certification, clinics, meetings, and other eligibility requirements established by TBOA, WOA, WIAA, or applicable Customers. Members participating in the TBOA Evaluation Program shall comply with the procedures and requirements established in the current Evaluation Program. Evaluations and rankings do not guarantee or entitle any specific game, classification, schedule, tournament, or postseason assignment.

## **4.8 Equipment and Uniform**

The Member is responsible for obtaining and maintaining the uniform, equipment, supplies, transportation, and other items necessary to perform officiating services in accordance with applicable professional standards. The Member is responsible for ensuring that the Member's uniform and equipment comply with current TBOA, WOA, WIAA, NFHS, and Customer requirements, as applicable.

## **4.9 Performance of Officiating Services**

When a member accepts an assignment, the member is responsible for performing officiating duties in accordance with applicable rules, mechanics, professional standards, and Customer requirements.

The Member agrees to:

- Perform assignments in good faith;
- Arrive prepared and on time;
- Cooperate professionally with officiating partners;
- Apply applicable rules and mechanics impartially;
- Exercise appropriate professional judgment; and
- Conduct themselves in a manner that protects the integrity of the contest and the reputation of TBOA.

## **5. ASSUMPTION OF RISK**

The Member represents that the member is physically capable of performing the duties associated with basketball officiating. The member understands that basketball officiating involves physical activity and may expose an official to risks including falls, collisions, contact with players or other persons, physical injury, illness, property damage, serious bodily injury, or death.

**THE MEMBER KNOWINGLY AND VOLUNTARILY ASSUMES THE ORDINARY RISKS ASSOCIATED WITH PARTICIPATING IN BASKETBALL OFFICIATING ACTIVITIES.**

## **6. WAIVER, RELEASE, AND INDEMNIFICATION**

To the fullest extent permitted by applicable law, the Member releases and waives claims against TBOA and its officers, directors, assigners, agents, committee members, and affiliates arising from injuries to the member or damage to the Member's property resulting from the Member's provision of officiating services under this Agreement. The Member further agrees, to the extent permitted by law, to indemnify and hold TBOA harmless from third-party claims arising directly from the Member's negligent, wrongful, or unauthorized acts or omissions while providing officiating services.

Nothing in this Agreement is intended to waive a right or remedy that cannot legally be waived under Washington law.

## **7. TAX RESPONSIBILITY**

The Member is solely responsible for determining and satisfying applicable federal, state, and local tax obligations arising from officiating income. TBOA may issue IRS Form 1099 or other tax documentation when required by law. Members should obtain independent tax advice concerning their individual circumstances.

## **8. CONFIDENTIAL INFORMATION**

Members shall protect confidential or non-public TBOA information. Confidential information may include:

- Personal information concerning Members;
- Membership contact information;
- Non-public Customer information;
- Association financial information;
- Non-public disciplinary information;
- Non-public grievance information;
- Executive session information;
- Confidential evaluation information;
- Other information identified by TBOA as confidential.

A Member shall not disclose confidential Association information to an unauthorized person unless disclosure is authorized by TBOA or required by law. This obligation survives expiration or termination of this Agreement to the extent reasonably necessary to protect confidential information.

## **9. MEMBERSHIP AND CUSTOMER RELATIONSHIPS**

Members shall not intentionally interfere with existing TBOA contractual relationships or knowingly represent themselves as authorized to negotiate on behalf of TBOA without authorization. Members shall not misuse confidential TBOA information for the purpose of diverting a Customer, contract, or Association opportunity for their own benefit or the benefit of another organization. Nothing in this section is intended to prohibit an independent official from lawfully belonging to or accepting assignments from another officiating organization when permitted by applicable TBOA, WOA, and WIAA requirements.

## **10. PHOTOGRAPH, VIDEO, AND TRAINING MATERIALS**

The Member understands that photographs or videos may be taken during games, training sessions, meetings, evaluations, or other TBOA activities. TBOA may use photographs or video depicting the members for legitimate Association purposes, including training, evaluation, education, recruitment, historical records, association, communications, and promotion of TBOA activities.

Evaluation or training videos containing confidential evaluation information shall be handled in accordance with applicable TBOA policies. Materials created independently by a member remain the member's property unless ownership or usage rights are separately transferred to TBOA.

## **XI. SOCIAL MEDIA AND PUBLIC COMMUNICATION**

Members are responsible for maintaining professional conduct when using social media or other public communication platforms in connection with TBOA activities.

Members shall not:

- Disclose confidential TBOA information;
- Misrepresent personal opinions as official positions of TBOA;
- Publicly attack, demean, or harass fellow officials, evaluators, assigners, coaches, players, or Customers in a manner inconsistent with applicable codes of conduct;
- Publish confidential grievance, disciplinary, personnel, or evaluation information;
- Use the TBOA name, logo, or official communication channels without authorization in a manner that suggests official Association endorsement.

Nothing in this provision prevents a member from expressing lawful personal opinions or raising concerns through appropriate TBOA, WOA, or legal processes.

## **12. COMPLAINTS, GRIEVANCES, AND DISCIPLINE**

Members agree to follow the complaint, grievance, appeal, and disciplinary procedures contained in the current TBOA governing documents. Members are expected to raise Association-related disputes through the established process rather than attempting to resolve confidential organizational matters through public confrontation. Nothing in this Agreement eliminates any right of review, appeal, grievance, or referral provided by the TBOA Bylaws, TBOA policies, WOA requirements, or applicable law.

## **13. TERM AND TERMINATION**

This Agreement begins **October 1, 2026**, and expires **September 30, 2027**, unless terminated earlier. The Agreement automatically expires at the end of the term unless TBOA and the Member execute a new agreement. A member may resign from TBOA by providing written notice.

TBOA may suspend, restrict, or terminate membership or assignment eligibility in accordance with its Bylaws, policies, disciplinary procedures, and applicable WOA/WIAA requirements. Termination of membership does not eliminate obligations that, by their nature or by the terms of this Agreement, reasonably survive termination, including confidentiality obligations and financial obligations incurred before termination.

## **14. MISCELLANEOUS TERMS**

### **14.1 Personal Nature of Officiating Assignments**

An officiating assignment accepted by a member is personal to that member. A member may not independently transfer or substitute another official for an assignment except through procedures approved by the Assigning Secretary or TBOA.

### **14.2 No Waiver**

Failure by TBOA or a Member to enforce a provision of this Agreement on one occasion does not waive the right to enforce that provision in the future.

### **14.3 Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

### **14.4 Entire Agreement**

This Agreement, together with the TBOA governing documents expressly incorporated or referenced herein, constitutes the Agreement between TBOA and the Member concerning annual membership and officiating services. No individual Board member, assigner, evaluator, trainer, committee member, or Member may independently modify this Agreement on behalf of TBOA unless authorized to do so.

## 14.5 Governing Law

This Agreement shall be governed by the laws of the State of Washington. Any legal proceeding arising directly from this Agreement shall be brought in a court of competent jurisdiction as permitted by applicable Washington and federal law.

## 15. MEMBER ACKNOWLEDGMENT

By signing below, I acknowledge that:

I have read this Agreement.

I understand the responsibilities and obligations associated with TBOA membership or Associate Official status.

I understand that participation in TBOA does not guarantee assignments, rankings, evaluations, tournament assignments, or postseason assignments.

I agree to comply with the applicable TBOA Bylaws, policies, procedures, Code of Conduct, and Evaluation Program.

I agree to comply with applicable WOA, WIAA, NFHS, and Customer requirements.

I understand that I perform officiating services as an independent contractor.

I understand the assumption-of-risk and release provisions contained in this Agreement.

I have had the opportunity to ask questions concerning this Agreement and to seek independent legal advice before signing it.

I voluntarily accept the terms of this Agreement.

### OFFICIAL

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### TBOA ACCEPTANCE

#### Assigning Secretary

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### Training Coordinator, if applicable:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Observed/Approved officiating Level: \_\_\_\_\_

### TBOA MAILING ADDRESS

Tacoma Basketball Officials Association

3800 Bridgeport Way West #A316

University Place, WA 98466

List any schools that would warrant a conflict of interest: