



# APPLICATION FOR MEMBERSHIP

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## REQUIREMENTS OF MEMBERSHIP

I (hereinafter “umpire”) hereby make application for membership/request renewal of membership (hereinafter “Agreement”) to the Jacksonville Umpires Association (hereinafter “JUA”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JUA and the umpire do hereby agree as follows:

1. Umpire enters into this Agreement as a private independent contractor, not an employee of JUA, and therefore JUA does not guarantee specific assignments or set number of assignments. Umpire assumes sole responsibility for any and all local, state, or federal taxes.
2. Umpire’s membership year and this Agreement shall begin on July 1, —or when the umpire is accepted to membership (per ¶3), whichever is later—and shall end June 30,. Membership may be renewed into the July 1 through June 30 membership year in a manner to be prescribed by JUA. Umpire and JUA may terminate this Agreement only as provided for by the JUA bylaws. Such termination shall not relieve umpire of the obligation to pay any dues, assessments or other charges previously accrued and unpaid.
3. Umpire agrees to pay dues (indicated on page 1 of this Agreement), assessments, and fines as required by the Bylaws, rules, regulations and policies of JUA. Umpire’s membership/renewal shall not become effective until umpire has: (1) paid membership dues, (2) paid all previous fines and assessments, (3) properly executed this annual membership agreement, and (4) been favorably accepted to membership/renewal by the JUA Board of Directors.
4. JUA agrees to assign umpire per availability provided and ability; provide training (e.g., rules and field clinics, information packets, etc.); and notification of JUA meetings, training, clinics, and events.
5. Umpire accepts and agrees to abide by the Bylaws, rules, regulations and policies of JUA (which, collectively, shall constitute a valid Agreement between the umpire and JUA and are included herein by reference). Umpire agrees that JUA may serve notice of change(s) in or additions to the bylaws, guidelines, regulations, policies and/or procedures of JUA by: (1) announcement thereof at any regular or special meeting of the membership (whether or not umpire is present), or (2) notification thereof mailed to umpire’s address contained in the JUA membership records. Umpire agrees to keep abreast of and be bound by any such changes. At meetings of the JUA membership, JUA agrees to provide the Bylaws, rules, regulations and policies of JUA for umpire’s inspection.
6. Severability: If any term or provision of this AGREEMENT violates or is unenforceable under applicable law, then such term or provision shall be deemed severed from the rest of this AGREEMENT and this AGREEMENT shall be enforced as if it did not contain such term or provision.
7. Umpire’s “Good Faith”. Umpire has a fiduciary duty of good faith and reasonable care concerning all actions taken with, for, or on behalf of JUA and agrees to perform these actions in good faith and in a professional manner (including appearance of umpire’s uniform), using ordinary care and prudence and avoiding conduct unbecoming to the best interests of JUA.
8. For umpire Liability Insurance requirements of JUA Bylaws Article III, Section 7, umpire agrees (at umpire’s expense) to: (1) maintain membership in the National Association of Sports Officials (NASO), (2) maintain membership in the parent organizations of all contest-sanctioning organizations of games that member is assigned (e.g., FHSAA, ASA, Babe Ruth umpire, etc.), OR (3) maintain in full force and effect a liability insurance policy covering umpire’s officiating actions in the amount of no less than one million dollars per occurrence. Umpire agrees to hold JUA harmless and not liable for any damages due to travel to and from games, for injuries to self and property during games, for any suit brought against umpire by any person or entity, or from loss of income from any of the above.
9. Entire Agreement: This AGREEMENT (including all of the exhibits and references hereto) constitutes the entire agreement between the parties hereto regarding the subject matter hereof, and all previous agreements and understandings are merged herein.
10. Waiver: Failure of a party to insist on the strict performance of any obligation by the other shall in no way constitute a waiver by such party of the right to insist on strict performance of such obligations in the future.
11. Governing Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.
12. Umpire certifies that (to the best of umpire’s knowledge) all information provided in this Agreement is correct; umpire will promptly notify JUA of change(s) in personal information in a form and manner directed by JUA. When provided by the JUA Secretary at meetings of the membership, umpire’s personal information will be verified and updated (as needed) by umpire.

Return completed application and dues to: Jacksonville Umpires Association, PO Box 551275, Jacksonville, FL 32255-1275