



## **Administrative Standing Rules on Payments to: Independent Contractors**

These guidelines provide **MANDATORY** instructions and procedures for the conduct of dressage shows and all events, activities and programs conducted on behalf of CDS. A copy of the pay sheets / W9 and the accompanying “independent contractor form” will be forward to the CDS Central Office with the show report or when requesting insurance coverage for clinics or educational events.

### **ALL CDS Dressage Shows, Clinics, Educational and Special Events**

**DEFINITIONS:** All individuals who are compensated for their services to CDS are considered “ independent contractors” IF they:

- 1) perform services/labor associated with the conduct of the show or event and
- 2) are paid for their expertise.

Experts, hired for dressage shows, clinics, workshops and other educational or special events typically include:

- 1) Show Officials: include judge(s), TDs, announcer, vet, farrier and any other persons contracted to provide expert services towards the conduct of the show.
- 2) Show Management Team Members: includes but is not limited to show manager, office , volunteer coordinator, scorer, ring stewards, exhibitor/entry manager, etc.
- 3) Event Team: event coordinator, clinician(s), teacher, leader, organizer, host, and any other persons contracted to provide services towards the scheduled activity.

### **PAYMENT PROCEDURES:**

1. Prior to being paid, all individuals compensated for “services and or labor” based on their expertise performed on behalf of CDS **MUST** fill out and complete the pay sheet / W9 in its entirety with all the required information including signature.
2. Prior to being paid, an accompanying “Independent Contractor” agreement must also be completed and signed. This agreement will be attached to the paysheet / W9 and both documents will be retained by the CDS Treasurer for a minimum of 3 years. A copy will be given to the CDS Central Office w/the show report.  
**Note:** A specific, formal contract for judges, TDs, show managers, etc. is an acceptable alternative to this form, provided it is complete, signed and is attached to the pay sheet / W9.
3. Whenever possible payments for “services” will be made separately from reimbursement of expenses for travel, parking, or other authorized expenditures.
4. All expenses such as airfare, hotel, should be the most reasonable price possible
5. The Show Manager or Event Coordinator will ensure that all the proper paperwork is completed and submitted to the CDS Treasurer so that 1099 forms can be prepared and the signed copies of the independent contractor agreements are kept on file.
6. The current Chapter Chair is the designated signatory on all independent contracts.
7. Cancellation - if the event / individual must be canceled. CDS will not be liable for any expenses or payments unless already agreed to.

# INDEPENDENT CONTRACTOR – AGREEMENT/CONTRACT

BETWEEN

The California Dressage Society (Society), and \_\_\_\_\_, an independent contractor (Contractor) enter into this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Independent Contractor shall be identified as follows:

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

Business Name (doing business as): \_\_\_\_\_

Check payable to (if different): \_\_\_\_\_

Type of Entity: (check one) ( ) Individual ( ) Sole proprietorship ( ) Partnership/Corporation

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ SSN/EIN: \_\_\_\_\_ SafeSport expires \_\_\_\_\_

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

**Identify scope of work here or attach as Exhibit A):** The Contractor will \_\_\_\_\_ Contractor will report directly to \_\_\_\_\_ or an assigned designee of the Society in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Society and agreed to by the Contractor.

**TERM:** This engagement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier in accordance with the Agreement.

**COMPENSATION:** As full compensation for the services rendered pursuant to this Agreement, the Society shall pay the Contractor the sum of \_\_\_\_\_ to be paid upon receipt of Contractor's invoice for services rendered at the conclusion of the event..

**REIMBURSEMENT OF EXPENSES:** During the term of this Agreement, the Contractor shall bill and the Society shall reimburse the Contractor for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties herein. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from Society facilities shall not be reimbursable.

**INDEPENDENT CONTRACTOR:** The Society shall neither pay nor withhold federal, state, or local income tax or payroll tax of any kind on behalf of the Contractor or the employees of the Contractor. The Contractor shall not be treated as an employee for the services performed hereunder for federal, state, or local tax purposes. The Contractor agrees that he/she is responsible for all such taxes. If the Contractor fails to be declared an Independent Contractor, the Contractor will indemnify the Society. The Society does not carry Workman's Compensation, Health Insurance or provide Retirement.

**ATTORNEY FEES:** If legal action or Arbitration is necessary to enforce the terms of this agreement then the prevailing party shall be entitled to their reasonable attorney fees and costs.

**TERMINATION:** The Society may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Society, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of the Agreement, the Society at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

**I hereby acknowledge and agree that I am retained by the California Dressage Society (CDS) chapter (if applicable) as an Independent Contractor and not as an Employee of CDS or said chapter. I shall be responsible for all with-holding or income taxes owed by reason of the amounts I receive hereunder. I also acknowledge that because I am retained as an Independent Contractor, CDS and/or said chapter do not provide Workmen's Compensation, I agree to look solely to my own Insurance, Workmen's Compensation or otherwise for recover and hereby release, CDS and the chapter (if applicable) from responsibility or liability with respect thereto.**

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

**California Dressage Society - Representative**

**Independent Contractor –**

Authorized Signatory (Chapter: \_\_\_\_\_ )

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Emergency Contact: Name \_\_\_\_\_

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



# Independent Contractor Paysheet and W 9

Show/Event Name: \_\_\_\_\_

Chapter: \_\_\_\_\_ Event Date(s): \_\_\_\_\_

Event/Show Manager's Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax/Other phone #: \_\_\_\_\_ email: \_\_\_\_\_

Individual Name: \_\_\_\_\_

Business Name (doing business as): \_\_\_\_\_

Check payable to (if different): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

SSN / EIN #: \_\_\_\_\_ Telephone: \_\_\_\_\_

- JOB (CHECK ONE):**
- |  |   |                                       |
|--|---|---------------------------------------|
| <input type="checkbox"/> JUDGE                   | <input type="checkbox"/> TD                   | <input type="checkbox"/> FARRIER      |
| <input type="checkbox"/> SCORER                  | <input type="checkbox"/> VET                  | <input type="checkbox"/> RING STEWARD |
| <input type="checkbox"/> SHOW MANAGER            | <input type="checkbox"/> CLINICIAN            | <input type="checkbox"/> MODERATOR    |
| <input type="checkbox"/> ENTRY/EXHIBITOR MANAGER | <input type="checkbox"/> Other/explain: _____ | <input type="checkbox"/> OFFICE       |

**Disclaimer: I am not receiving compensation of any kind for unemployment, disability or workman's compensation.** Initial's of contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Day Fee: \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_

(# OF DAYS)

TOTAL OFFICIALS FEES = \_\_\_\_\_

## EXPENSES:

Travel \$ \_\_\_\_\_ (receipts required)

Other \$ \_\_\_\_\_

**NOT TO EXCEED TOTAL EXPENSES = \_\_\_\_\_**

**NOT TO EXCEED TOTAL COMBINED FEES & EXPENSES = \_\_\_\_\_**

Cancellation - if the event / individual must be canceled. CDS will not be liable for any expenses or payments unless already agreed to. All other expenses such as office supplies, postage, hospitality supplies, etc. should be requested separately.

I hereby acknowledge and agree that I am retained by California Dressage Society (CDS) \_\_\_\_\_ Chapter as an Independent Contractor and not as an Employee of CDS or said chapter. I shall be responsible for all with-holding or income taxes owed by reason of the amounts I receive hereunder. I also acknowledge that because I am retained as an Independent Contractor, CDS and/or said chapter do not provide Workmen's Compensation, I agree to look solely to my own Insurance, Workmen's Compensation or otherwise, for recovery and hereby release, CDS and \_\_\_\_\_ Chapter from responsibility or liability with respect thereto.



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