

**TRAVEL SOCCER PROGRAM**

**Brazilian Soccer Training Center Annual Participation Contract**

Player First Name ­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Middle Name \_\_\_\_\_\_\_\_\_\_\_\_\_ Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birth Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Gender: \_\_\_\_\_\_\_ Player #: \_\_\_Assigned by Club\_\_\_\_\_\_\_\_\_

MM/DD/YYYY

Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

As part of the registration process, we want to ensure that the **Player and Parent/Guardian (herein referred to as "Player")** are fully aware and understand the commitment **Brazilian Soccer Training Center (herein referred to as "BSTC")** makes to the Player and Parent, and what are our mutual expectations and obligations from the Player, Parent and Club as a result of the Player's acceptance of the position offered. Player and Parent/Guardian should initial each of the clauses below acknowledging complete understanding of the expectations between the Player and BSTC, then sign and date the final page.

|  |  |  |
| --- | --- | --- |
| Age Group | Annual Participation Fee for  10-month contract per child | Payment Plans offered: |
| Recreational  U5 – U18 | $1,100  *(Convenience charge of $50 for payment plans)* | * Single Payment: $1,100 * 8 Payments: Initial Payment (Covers BSTC Welcome Kit) $200 then 7 Payments of $135.71 (Sep) - $135.71 (Oct) - $135.71 (Nov) - $135.71 (Dec) - $135.71 (Jan) - $135.71 (Feb) - $135.74 (Mar) |
| Competitive  U10 – U18 | $ 1,600  (*Convenience charge of $50 for payment plans)* | * Single Payment: $ 1,600 (BSTC Welcome Kit included) * 8 Payments: Initial Payment (Covers BSTC Welcome Kit) $200 then 7 Payments of $207.14 (Sep) - $207.14 (Oct) - $207.14 (Nov) - $207.14 (Dec) - $207.14 (Jan) - $207.14 (Feb) - $207.16 (Mar) |

This Annual Participation Fee covers club initial payment fee of $200, coaching fees, one league, goalkeeper training, and practice 2-3 days a week from August 19th, 2019 until May 25th, 2020 as described in the Club Calendar for as long as the player is in good standing. This includes one league: SFUYSA, Miami-Dade League, SEAS, GHSL. It does not include uniforms (kit is $160 approx.), tournament fees and coaching out of region expenses, for example, hotel and transportation costs.

Any unpaid balance on March 31st, 2020 will result in PLAYER NOT IN GOOD STANDING with BSTC and FYSA until paid in full. Any Player placed in Not in Good Standing pursuant to FYSA Rule 302.3 may not participate in training or games with BSTC or FYSA until obligations are satisfied. BSTC does not wish to suspend any player from participation. Please make every effort to make payments on time.

The Player understands that accepting the position offered to play with BSTC for the entire season year requires that the Player complete the registration documents provided, as well as obligates the Player to pay the full Club Registration Fee regard less of whether the Player later decides to leave BSTC prior to the end of the season year. Should the Player leaves BSTC prior to the end of the season year, the Player understands that no registration money will be refunded. The Player further acknowledges that all paperwork has been provided to them and understands what the registration fees cover.

#### Player's Initials Guardian's Initials

Payments by check or credit card (Visa/Master) on or before the 1st day of the month.

Failure to maintain your account current can lead to the Player being withheld from competition.

Debit Card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Debit Card Number Expiration (MM/YY) MC VI

If account address different than above, please write in:

Address City State Zip

Authorization for Auto pay Bank direct debit/credit card - The buyer hereby understands and authorizes Brazilian Soccer Training Center to deduct tuition payments directly from the following bank or credit card account according to the terms of this agreement. Buyer agrees to have funds available prior to due date and will pay a service charge of $35.00 on any item presented for collection or returned for any reason. Late fee charge of 3% may be applied to payments made after the 5th of the month. To cancel membership and stop payment must advise in writing 2 weeks prior to payment.

BUYER INITIAL REQUIRED

#### Player's Initials Guardian's Initial

The Player understands that since this is a premier competitive environment, there is NO guarantee of minimum playing time. The Player also understands that it is necessary for a player to actively participate and attend practices, games and tournaments if a team is to be competitive. As such, players missing practices, games and/or tournaments can be subject to demotion transferred to a lower division team and/or suspended.

#### Player's Initials Guardian's Initials

The Player also understands and agrees to abide by BSTC's policy of not allowing players to play as guests of other teams, or al low members of other teams to play as guests of any BSTC team, except with the expressed written approval of the Director of Coaching. These exceptions will only be granted if all player's fees and financial obligations have been fulfilled, and will generally be limited to tournaments and college showcase opportunities that the Player would not otherwise be able to participate in, or in unusual circumstances.

#### Player's Initials Guardian’s Initials

Player and Guardian understand that there may be additional expenses above and beyond BSTC Annual Participation Fee noted above, to cover hotel and travel expenses associated with activities that the Club decides to enter the Team in, and any fees associated with attending these events. Examples of some possible additional expenses include, but are not limited to:

* Tournament fees for the 10 month season
* Hotel Fee and Park Entry Fee for Disney Memorial Day Soccer Shootout (Estimated $199 - $399/room)
* International waivers (Estimated $25/player)
* Releases and transfers of players within BSTC teams (Estimated $25/player)

We are not responsible for cancellations due to bad weather, holidays or field maintenance, but we do make every effort to provide a minimum of twenty days of games/practices in a 3 month period.

#### Player's Initials Guardian's Initial

Should the Player wish to be released to transfer to another soccer club prior to the end of the season year, the Player will be required to pay a $500.00 transfer/release fee to Brazilian Soccer Training Center, in addition to fulfilling all financial obligations noted before the Change of Status may be processed. As previously noted, should the Player leave BSTC prior to the end of the season year, the Player understands that no registration money will be refunded. No player will be released if all financial obligations are not met.

#### Player’s Initials Guardian's Initial

Failure to fulfill the Player's financial obligation to BSTC may result in the Player being placed in "Not in Good Standing" status with BSTC and the Florida Youth Soccer Association (FYSA), which will result in the Player's playing privileges being suspended until the obligation is fulfilled. This will also impact the Player's future ability to register with BSTC or any other affiliate.

#### Player's Initials

Guardian's Initials

The Player acknowledges that the Player has received and read the FYSA Code of Ethics (attached hereto) and agrees to abide by its requirements. The Player will act in a respectful manner at all practices, games, travel, etc., and serve as role models to others to maintain the integrity of ourselves, our team, and BSTC. Players and their parents should conduct themselves in accordance with Club, FYSA, USYSA, USSF, and FIFA rules at all times, or will be subject to disciplinary action.

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#### Player's Initials

#### Guardian's Initial

Guardian's Initials

## Players:

#### I will encourage good sportsmanship from fellow players, coaches, official, and parents at all times.

* I will always remember that soccer is an opportunity to learn and have fun.
* I deserve to play in an environment that is free of drugs, tobacco and alcohol and expect everyone to refrain from their use at all soccer training and games.
* I will do the best l can each day, remembering that all players have talent and weaknesses the same as I do.
* I will treat my coaches, other players and coaches, games, officials, other administrators, and fans with respect at all times- regard less of race, sex, creed, or abilities and will expect to be treated accordingly.
* I will concentrate on playing soccer, always giving my best effort.
* I will play by the rules at all times.
* I will at all times control my temper, resisting the temptation to retaliate.
* My conduct during competition towards play of the fame and all officials shall be in accordance with appropriate behavior, and in accordance with the FIFA's Laws of the Game and in adherence to FYSA rules.
* While traveling, I will conduct myself so as to be a credit to my team and myself.
* A player cannot be cut from a team after he/she is registered to that team unless he/she has exhibited conduct-requiring dismissal without prior consent from the BOD. If requested by the player and/or parent, a hearing must be held for any involuntary player release.
* Alcohol, illegal drugs, tobacco products and unauthorized prescription drugs shall not be possessed, consumed or distributed before, during or after any game or at any other time at the field and/or game complex.

## Player's Name Player's Signature

#### Parents/Spectators:

* + l will encourage good sportsmanship by demonstrating positive support for all players, coaches, game officials, and administrators at all times.
  + I will place the emotional and physical well-being of all players ahead of any personal desire to win.
  + l will support the coaches, officials, and administrators working with my child, in order to encourage a positive and enjoyable experience for all.
  + l will remember that the game is for the players and not for the adults.
  + I will ask my child to treat other players, coaches, game officials, administrators, and fans with respect at all times.
  + I will always be positive.
  + I will always allow the coach to be the only coach by refraining from coaching from the sidelines.   
    I wiII not enter into arguments with the other team's parents, players, or coaches.
  + I will not enter the field of play for any reason during the game.   
    I will not criticize game officials.
  + Alcohol, illegal drugs, tobacco products and unauthorized prescription drugs shall not be possessed, consumed or distributed before, during or after any game or at any other time at the field and/or game complex.
  + Parents ejected or reprimanded by team, league, or state officials for Code of Ethics violations may have their privileges to participate in any BSTC events or games suspended. Failure to comply may result in the suspension of privileges to participate in FYSA sanctioned events for the following periods:
    - 1st Offense: Suspension for a minimum thirty (30) days to a maximum of five (5) years.
    - 2nd Offense: Suspension for a minimum of one (1) year to a maximum of ten (10) years.
    - 3rd Offense: Suspension for a minimum of five (5) years to a maximum of fifty (50) years.

#### Guardian's Name (Print) Guardian's Signature Date

**TERMS AND CONDITIONS**

1. MEMBER FITNESS- By Signing this agreement, the Member and parent/guardian represents , warrants and insures that he/she has had an opportunity to observe the program selected by the Member prior to signing this agreement and that he/she is physically and mentally able to take classes offered by Brazilian Soccer Training Center in that program or any others in which Member may participate.
2. UNAVAILABILITY- If Brazilian Soccer Training Center's facilities are unavailable for use for a period in excess of 30 consecutive days due to any cause, the Member's program will be extended for a period of time equal to the time of unavailability, but no refund or credit will be due the Member. The Member may cancel this agreement if the Brazilian Soccer Training Center closes for more than 90 consecutive days. Within 40 days of receipt of such notice of cancellation , Brazilian Soccer Training Center shall refund to the Member the un used pro­rated portion of the contract (cash) price, excluding any registration fee, paid by the Member.
3. LIABILTIY WAIVER AND RELEASE-The Member understands and agrees that strict observation of Brazilian Soccer Training Center's rules and regulations and the rules and regulations relative to training, including the use of protective equipment, is required. The Member understands and agrees that the use of the Brazilian Soccer Training Center's facilities and the Members presence at the Brazilian Soccer Training Center's school are at the sole risk of the Member. The Member understands and agrees that Soccer involves skills and training which include violent and sudden movements and that in connection with the training and instruction, there will be physical contact between Members and among the Members and that such contact may result in personal injury to the Member, Despite precautions taken by Brazilian Soccer Training Center to avoid such injuries. The Member, on behalf of him/herself and anyone claiming by or through the Member, herby holds harm less, releases and forever discharges Brazilian Soccer Training Center, its officers, directors, instructors and employees from any liability, claim, loss, including loss of property, damage, personal injury, or expense incurred by the Member and arising from the Member's execution of this agreement, payment processing, participation in any program offered by Brazilian Soccer Training Center, including, but not limited to, any injury or damage caused by the negligence or gross negligence of Brazilian Soccer Training Center, its instructors, Members, agents, employees, operators, or authorized representatives. The Member specifically understands and agrees that he/she is assuming the risk of any and all injuries that he/she may suffer or incur as a result of his/her participation in any program offered by the Brazilian Soccer Training Center.
4. CLASSES- Scheduling and content of classes and programs and furnishing of facilities and instructors are the sole and absolute discretion of Brazilian Soccer Training Center and may be changed at any time by Brazilian Soccer Training Center. Brazilian Soccer Training Center will provide instructors to teach and supervise classes, practice sessions and tournaments conducted by Brazilian Soccer Training Center. Member understands that during the course of instruction, Brazilian Soccer Training Center instructors, authorized personnel and/or other Members will be engaged in a course of conduct requiring physical contact with the Member and Member hereby consents to engage in such contact as may be necessary or required by Member's participation in the training program and/or classes.
5. COMPLIANCE WITH LAWS- This agreement shall be governed by the laws of the State in which Brazilian Soccer Training Center is located. All rights and obligations of Brazilian Soccer Training Center and Member under this agreement are subject to all applicable federal, state and local laws and regulations. To the extent that the terms and conditions of this agreement conflict with any applicable statue, rule or regulation in effect at the time of execution of this agreement governing transactions of the type contained herein, the agreement shall be deemed revised to conform with such statures, rules and regulations, Brazilian Soccer Training Center and Member shall be bound by the modified agreement and agree that no other modifications shall be enforceable un less in writing and signed by the parties. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. Provided, however, that examination/testing fees may not be included in the price of this agreement. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. The waiver of any breach shall not constitute a waiver of any subsequent breach of this agreement.
6. ACCEPTANCE OF MEMBER- By signing this agreement (if under 18 years of age, legal guardian must provide signature), the Member agrees to fully and completely comply with all terms and conditions hereof and Brazilian Soccer Training Center's rules and regulations. Member's failure to comply with the Brazilian Soccer Training Center's rules and regulations shall be grounds for immediate suspension or termination of the Member.
7. Member's suspension or termination shall not entitle the Member to a refund or credits for any tuition already paid or cancel any unpaid balance due. The failure or inability of Member to use the facilities, classes or services of Brazilian Soccer Training Center for any reason, except as otherwise provided herein shall not relieve or suspend the Member's obligation to make all payments required under this agreement on a timely basis, nor entitle the Member to a refund or cred it of tuition.
8. DISABILITY- By written notice to Brazilian Soccer Training Center, the Member may extend the term of the agreement at no additional cost for a period of time equal to the duration of the Member's short-term disability, verified by a physician, which precludes the Member from using any of Brazilian Soccer Training Center's facilities for a period or less than 6 months. The Member or his/her legal representative may cancel the agreement if the Member dies or becomes permanently disabled. Permanent disability is a disability, verified by a physician, which precludes the Member from using any of Brazilian Soccer Training Center's facilities for a period in excess of 6 consecutive months.
9. RELOCATION- Upon notice Brazilian Soccer Training Center as provided herein and with proof of relocation, Member may cancel the agreement if the Member permanently moves more than 30 miles from the Brazilian Soccer Training Center's facility.
10. CANCELLATION - To cancel this agreement pursuant to any right contained herein the Member shall notify Brazilian Soccer Training Center of cancellation in writing 14 days prior to cancellation date within 30 days of agreement signed. BSTC will refund half of the funds paid by the member to BSTC, but does not include the Registration Fee of $200 which is non-refundable in any circumstance. If Member cancels after September 1 and before the end of the season to join another club a $500 Cancellation Fee will apply.
11. DEFAULT- Non -payment of scheduled payments shall constitute default under this agreement. If this agreement goes into default, the entire amount owed hereunder shall become immediately due and payable, litigation may be initiated to collect all amounts due or the account referred to collection. In the event of default in payment or breach of this agreement, Brazilian Soccer Training Center shall be entitled to recover their reasonable attorney’s fees, cou11 costs, interest on the past due amount at the rate of 3% per month and collection fee equal to 20% of the outstanding amount then due as a collection fee and not penal ty, for Brazilian Soccer Training Center to collect any past due amounts or cure any breach.

## Guardian's Name (Print) Guardian's Signature Date

Brazilian Soccer Training Center hereby accepts the above named player into the Travel Soccer Program for 2019-2020.

## Joao Moraes, President Date

Mailing Address:

# Brazilian Soccer Training Center

2041 NE 179th Street

# North Miami Beach, FL 33180