

# Davis Legacy Soccer Club 2023-24 Player & Family Participation and Membership Agreement for Sportsmanship and Good Behavior, Team Commitment, Volunteer and Financial Obligations

Accepting a position as a player on a team involves a commitment of both time and money for the family and club. It is required that the player and their family will commit to participate on the team for the entire season, abide by our sportsmanship and good behavior requirements, and meet the volunteer and financial obligations as outlined.

### **Sportsmanship and Good Behavior**

Both our club and leagues (NorCal Premier, Elite Club's National League, National Premier League, and US Club Soccer) understand and value the importance of good sportsmanship and ethical behavior. The end result are players who understand the value of civility and respect for others in their relationships both on and off the soccer field. Parents must develop a "long-term" view of our wonderful sport that places more emphasis on the development of more skillful players and teams than the winning of games. Coaches and players shall show maximum respect for the game at all times by always respecting the opposition, the referees and each other. Parents are also required to exhibit the same respect for the game at all times by only showing positive support for the team. Any behavior outside the bounds of positive encouragement will warrant a club sanction, including but not limited to, suspension(s) or expulsion from attending games or from the club.

Parents shall also show respect at all times to club employees and officials. Any and all types of threats towards club staff or officials, whether veiled or explicit, written or oral, implied or expressed, and any type of slander, defamation, false accusation, or other disparaging comment about Davis Legacy Soccer Club or its staff and officials shall be grounds for immediate dismissal from the club. Being unhappy about your player's team placement, playing time or the direction of the team is no excuse for poor sportsmanship and bad behavior.

Finally, at no time shall a parent or player publicly criticize, disparage, call into disrepute or otherwise defame or slander the club, including any current employee, contractor, official or officer, in any manner that would reasonably be expected to damage the business, reputation, or services of the club, or our officers, directors, employees, or other representatives. Any such actions shall be grounds for immediate dismissal from the club.

Anyone dismissed from the club due to poor sportsmanship or bad behavior shall no longer be considered in "good standing" and shall be ineligible from participating in any future club activities, including future tryouts and camps.

### **Volunteer Obligations**

During the 2023-24 season, our club will host six (6) Davis Legacy Tournaments. The hosting of tournaments provides a major source of revenue for the club's operation, which directly affects the level club dues are set at each year.

Therefore, in order to maximize our return from each tournament, each family is required to provide three (3) volunteer work shifts per registered player of volunteer work at one of our six (6) club-hosted tournaments. During a tournament weekend, all parents of the assigned team can expect to be at the fields for a good portion of the day, as well as helping with pre-tournament assignments during the week(s) prior to the scheduled tournament. Each team's assigned tournament where you must provide volunteers hours at can be found here: Volunteer Assignments

If a family is unable to volunteer at their team's assigned tournament, you may request to be rescheduled to volunteer at a future tournament, assuming there is a need for additional volunteer help at a future tournament. Rescheduling is done at the sole discretion of Davis Legacy and is not guaranteed.

For 2023-24 there will be a \$150 volunteer fee charged to all competitive team registrations. Families that fulfill their three (3) volunteer shifts, will be eligible to have their \$150 volunteer fee refunded. To be eligible for the refund, the family must fulfill their Volunteer Obligations, as outlined in this section, AND fulfill their Team Commitment, as outlined in the next section. **No exceptions**. Families may elect to not fulfill their volunteer hours. That simply means their volunteer fee will not be refunded. All authorized refunds pursuant to this section will take place on or after May 15, 2024.

### **Team Commitment**

Forming a team takes a significant amount of time and effort by club administrative and coaching staff. Forming a team also results in a substantial upfront commitment of funding from the Davis Legacy Soccer Club to operate that team for a full season. As such, each family who receives an offer to join and accepts a position on a club team is expected to participate on that team for the full-prescribed program length. Any family who receives an offer to join and accepts a position on a team at any point after the start of the season is expected to participate on that team for the remainder of the prescribed season. The only exceptions to this requirement are for any players who are no longer in high school and will be attending college following the end of summer (applicable to U18/U19 teams only). Only in those specific cases will partial participation and team commitment be allowed.

### **Financial Obligations**

Each family who has a player participating on the team is required to pay the Club registration fee of \$200 and Club dues as outlined in Appendix A and described below. The Club registration fee and the Club dues help to <u>partially</u> cover various club costs including, but not limited to, coaching (employee) costs, member clinics (striker/skills/keeper), NorCal and ECNL league registration fees, team tournament entrance fees, NorCal State Cup entrance fees, coach travel reimbursements, US Club registration, field and facility maintenance, utilities, player and facility insurance, referee fees, etc. Club dues for new members to the club in 2023-24 shall also include the cost of your required uniform kit. *Please note that club dues are not set at a level to cover all the costs described above for each team. The cost of operating a team is subsidized from other club revenue sources.* 

Additionally, Club dues do not cover costs associated with individual equipment or individual costs associated with traveling to and from a tournament or league match. There could be other discretionary team related costs that may materialize, which are also not accounted for in the club dues and for which you would be responsible for your fair share of that team expense. For ECNL Teams there are also mandatory travel fees that are separate and apart from your club dues that each player is required to pay in order to participate in that program. You can visit the club's ECNL webpage for more information regarding the ECNL travel fees.

Club dues are similar to tuition. They are not optional. If you are unable to attend a tournament or training session for any reason including illness or injuries, no refund is due. Refunds are also not provided in the case of field closures due to weather including, but not limited to, excessive heat or rain or other dangerous playing conditions that may arise (e.g., poor air quality). Refunds are also not provided due to events outside of the club's control, including but not limited to, earthquakes, floods, fire, pandemics, etc.

Notwithstanding the prohibition against providing refunds as described above, if there is a government mandated stoppage of in person trainings sessions the club will examine the length of the government mandated stoppage and where appropriate reduce club dues by one (1) or two (2) months. The club will reduce dues by one (1) monthly payment for every thirty (30) consecutive days that the government enforces a mandatory shut down of on the field activities. The maximum amount of club dues that may be reduced will not exceed two (2) monthly payments. Davis Legacy Soccer Club is solely responsible for determining whether or not a government shut down order is in place and whether the length of the shutdown would trigger a reduction in monthly payments pursuant to this paragraph.

Players who suffer serious injuries lasting more than two months where such injury occurred during an approved Davis Legacy activity may submit a request to the Davis Legacy Soccer Club seeking a waiver of Club dues pursuant to the Club's Injured Player Relief Policy. The Club's Injured Player Relief Policy and procedures for submitting a request can be found on the club's website at: <a href="Injured Player Relief">Injured Player Relief</a> Program

The club does provide financial aid, ranging from \$600-\$1,200 for families in financial need. The financial aid does not cover a full season of club dues. Interested families will be asked to fill out a brief application to confirm financial need and provide supporting documentation. Individual teams, at their discretion, may provide additional assistance to financial aid families by fundraising throughout the year with the proceeds from the fundraiser being directed to the financial aid families on the team. Additional information regarding financial assistance, including the club's parking program, may be found on the club's website via the following links: Financial Aid or Financial Assistance - Parking Shift Program

Each family must be aware of the need to make all required payments in a timely manner. The initial \$200 registration fee and \$150 volunteer fee is due immediately upon program registration. All Club dues are payable by the 15th of each month and must be submitted according to the following monthly payment schedule (please note the payment schedule has zero correlation to the team's operating schedule and the club reserves the right to change the program requirements/structure at any time):

• U9-U19 Teams: June 2023 through April 2024 (11 Monthly Payments beginning June 15, 2023 and ending April 15, 2024).

New club members must pay for their uniform kit through the club as part of their club dues. Families will be given the following two options to pay for their player's uniform kit:

- A one-time payment submitted along with their first monthly payment in June 2023; or
- 6 monthly payments submitted along with each of their first six monthly Club dues payments (June 2023 through November 2023).

All club dues must be paid via credit card. The club no longer accepts payments via check, unless a member can demonstrate a compelling financial justification and need to continue paying by check. Accepting payments by check is at the sole discretion of the Davis Legacy Soccer Club.

Nothing prohibits a family from paying the full amount, or more than the regular scheduled monthly payment in advance. A family may request to make an advanced payment(s) by contacting the club Director of Administration and Finance at: <a href="mailto:jhoward@davislegacysoccer.org">jhoward@davislegacysoccer.org</a>

Monthly payments delinquent more than sixty (60) days after the due date will be cause for player suspension from practices, games, and any other club activities until the player's account has been brought current. If a family is unable to meet the payment schedule due to temporary circumstances, please contact the club Director of Administration and Finance (email address is above), to establish a revised payment plan to accommodate the temporary circumstance. Additionally, each monthly payment that is more than sixty (60) days behind will be assessed a \$50-dollar late fee unless an arrangement related to your payment schedule has been agreed to in advance by the club. **No Exceptions.** It is each family's responsibility to ensure their credit card payments go through each month. Sixty (60) days is sufficient time to address lost, stolen, or replacement card issues. Finally, if a family does not meet its full financial obligations for the season, then notification will be made to the coaching staff and participation in any club program and tryouts (including with other teams in the club) will be prohibited until the past due financial obligation has been met. **No Exceptions**.

The undersigned family agrees to pay the volunteer fee, registration fee, and fulfill the monthly Club dues payment schedule as outlined above and in Appendix A for the entire 2023-24 season, even if the family voluntarily chooses to leave the club early. If circumstances require the family to leave the team prior to the end of the team's 2023-24 season, the family may petition the club Director of Administration and Finance for a waiver from some portion of the remaining cost. However, there is no guarantee a waiver of the remaining dues will be provided. Waivers are granted at the sole discretion of the Davis Legacy Soccer Club.

In addition, all players electing to leave the club early for any reason are subject to a withdrawal fee equivalent to two (2) times the player's monthly dues. The withdrawal fee covers the club's costs associated with disenrolling the player from the program, and ensures partial club reimbursement for fronting various team related costs due to the players participation on the team that have yet to be paid for by the player through their remittance of monthly dues. As stated above forming a team is a commitment of both time and money and the club fronts most of the costs for teams once they are formed. As such, the only way for the club to be reimbursed for fronting those costs is through the payment of the monthly dues by the team members.

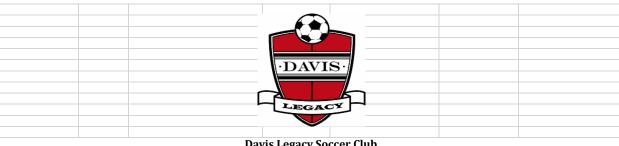
We/I have read the 2023-24 Player/Family Participation and Membership Agreement for Sportsmanship, Team Commitment, Volunteer and Financial Obligations and We/I agree to meet the 2023-24

Player/Family Participation and Membership Agreement for Sportsmanship, Team Commitment, Volunteer and Financial Obligations for the entire 2023-24 season.

We/I further acknowledge that this is a legally binding agreement to make payments to Davis Legacy Soccer Club for the duration of the 2023-24 season and that Davis Legacy Soccer Club has the legal right to collect on any outstanding payments utilizing any available legal means at the end of the prescribed season should any amounts go unpaid.

We/I further acknowledge that I am this binding agreement.	eighteen (18) years of age and older and We/I can legally enter into
Name of Player	
Parent Signature	 Date

# Appendix A



## Davis Legacy Soccer Club 2023-24 Season Club Dues

				NUMBER OF PAYMENTS	TOTAL CLUB DUES	TOTAL UNIFORM COSTS
Playing Numbers	Age Group	Calendar Year	MONTHLY DUES	June 2023 TO APRIL 2024	PER PLAYER	PER NEW PLAYER
7x7	U9	15 Red	\$200	11	\$2,200	\$370 One-Time or \$70/Month for 6 Months
7x7	U10	14 Red	\$200	11	\$2,200	\$370 One-Time or \$70/Month for 6 Months
9v9	U11	13 Red	\$225	11	\$2,475	\$370 One-Time or \$70/Month for 6 Months
9v9	U12	12 Red (Pre-ECNL)	\$225	11	\$2,475	\$370 One-Time or \$70/Month for 6 Months
11v11	U13	11 Red (ECNL)	\$280	11	\$3,080	\$370 One-Time or \$70/Month for 6 Months
11v11	U14	10 Red (ECNL)	\$280	11	\$3,080	\$370 One-Time or \$70/Month for 6 Months
11v11	U15	09 Red (ECNL)	\$280	11	\$3,080	\$370 One-Time or \$70/Month for 6 Months
11v11	U16	08 Red (ECNL)	\$280	11	\$3,080	\$370 One-Time or \$70/Month for 6 Months
11v11	U17	07 Red (ECNL)	\$280	11	\$3,080	\$370 One-Time or \$70/Month for 6 Months
11v11	U19	06/05 Red (ECNL)	\$280	11	\$3,080	\$370 One-Time or \$70/Month for 6 Months
7x7	U9	15 White/Black	\$200	11	\$2,200	\$370 One-Time or \$70/Month for 6 Months
7x7	U10	14 White/Black	\$200	11	\$2,200	\$370 One-Time or \$70/Month for 6 Months
9v9	U11	13 White/Black	\$225	11	\$2,475	\$370 One-Time or \$70/Month for 6 Months
9v9	U12	12 White/Black	\$225	11	\$2,475	\$370 One-Time or \$70/Month for 6 Months
11v11	U13	11 White/Black	\$240	11	\$2,640	\$370 One-Time or \$70/Month for 6 Months
11v11	U14	10 White/Black	\$240	11	\$2,640	\$370 One-Time or \$70/Month for 6 Months
11v11	U15	09 White/Black	\$240	11	\$2,640	\$370 One-Time or \$70/Month for 6 Months
11v11	U16	08 White/Black	\$240	11	\$2,640	\$370 One-Time or \$70/Month for 6 Months
11v11	U17	07 White/Black	\$240	11	\$2,640	\$370 One-Time or \$70/Month for 6 Months
11v11	U19	06/05 White/Black	\$240	11	\$2,640	\$370 One-Time or \$70/Month for 6 Months

# Davis Legacy Soccer Club 2023-24 Season Club Dues

### **Program Details**

<sup>1</sup> Club dues are set at a level to help the club, among other things, cover portions of various costs associated with coaching expenses, club member training clinics, keeper training, field and facility maintenance costs, Insurance, US Club registrations, referee expenses, tournament registration expenses, league registration expenses, coach travel reimbursements, and all other operational costs. ECNL players will also incur specific travel fees, which are not listed above, and are required in order to participate in that program. ECNL Teams must travel together for all ECNL away events when arranged to do so by the club. Club dues are in no way are intended, nor do they actually cover, all club costs associated with all club activities. They only cover a portion of such costs.

<sup>2</sup> Teams/Members will/may incur other costs that are specific to their individual team, or the individual member, and are not covered by club dues. They could/will include: Team Equipment, personal cost of travel, and other team specific discretionary costs, team field rentals, etc.

<sup>3</sup> All 15 to 06/05 Teams may participate in one or two league seasons (Fall 2023 and/or Spring 2024). ECNL Red Teams may only participates in its respective league. ECNL may participate in NPL if the club Executive and Technical Directors decide its in the best interest of team development. There is no guarantee that a team will participate in more than one league season.

<sup>4</sup> All 09 to 06/05 teams must take the high school soccer season off, no exceptions. This is the club scheduled winter break for these teams.

<sup>5</sup> All Red/White/Black Teams may participate in no more than 5 tournaments (for all ECNL and Pre-ECNL Teams, and ECRL White Teams, ECNL and/or ECRL Showcases Count as Tournaments). Exceptions to these requirements may be allowed only for Teams that advance to National level competitions by qualifying through league results.

15 to 12 Red/White/Black Teams may not participate in out of state (CAN) tournaments.

10 to 11 White/Black Teams may only participate in one out of state (CAN) tournament.

10 to 11 Red Teams and 09 to 06/05 White/Black teams may not participate in more than 2 out of state (CAN) tournaments.

09 to 06/05 Red Teams may not participate in more than 3 out of state (CAN) tournaments.

Please note, the number of tournaments listed is not a requirement, rather, it is a cap. Teams can, and some will, do less than the cap, as league games could result in more than enough games for proper team development. The club will be prescribing the majority of tournaments for all teams. For any tournament not prescribed by the club, the decision on the tournament(s) the team will attend is left to the coach to decide, however, the coach decision is subject to the approval of the Executive Director of Coaching and/or the Technical Director of Coaching and the Club Director of Administration and Finance. Participation in tournaments are not guaranteed and refunds are not provided should a team not participate in a tournament.

 $^{6}$  All teams, except ECNL teams, which includes ECRL teams when they participate in a ECRL league, may participate in state cup.

All Teams Pay June 2023 through April 2024 (11 Months). The Season is 12 Months (June 2023 through May 2024), of which 9 months (U15 to U19), or 10 months (u9 to U14), are active and 12 weeks (U15 to U19) or 8 weeks (U9 to U14) of down time (rest) is required to be taken. Generally the off time is taken during the high school or winter season for most teams. Fees are not waived if you leave the club of your own volition prior to the end of the season. Additionally, the monthly dues are not tied to whether or not the team is on break or is actively training. Spreading payments out over multiple months is merely for convienence for members.

<sup>8</sup> 09 to 06/05 Red/White/Black Team players who are not participating in high school soccer during the winter break may participate in free club training sessions that will be offered by the club during this time period. These sessions are not guaranteed and are subject to field availability during the winter months.

<sup>9</sup> Soccer is an outdoor activity that can be impacted by inclement weather. Heavy rains can and do close the fields. There are no refunds if games or trainings are canceled as a result of inclement weather, including rain. Closure of the fields is done so at the sole discretion of the club.

<sup>10</sup> Under no circumstances does the Club provide refunds to members as the result of events outside of our control. This includes but is not limited to natural disasters, emergency government actions impacting operations, pandemics, etc...

<sup>11</sup> There is a one-time registration fee for the 2023-24 season totaling \$200 that is due immediately upon registration. There is also a one-time volunteer fee of \$150, which will be refunded to the payee if the club required volunteer requirements are fullfilled, as specified, and the registered player participates for the entire 2023-24 season.