

DME Swamp Rabbits Junior A Hockey Player Contract 2019-2020

This document constitutes a binding AGREEMENT under the laws of State of Florida between _____ born on ___/___/___ (PLAYER) who, as well as jointly and severally by the undersigned parent or legal guardians of the PLAYER (PARENT) and the DME Swamp Rabbits Junior A Hockey (DME). This AGREEMENT is established for the purpose of defining the mutual obligations between DME and the PLAYER as well as DME and the PARENT for the 2018 – 2019 season. The intent of this AGREEMENT shall not be negated due to typos, errors, or misprints. The season (SEASON) shall be defined by the parameters of the practice and game schedule.

1. During the SEASON the PLAYER agrees to play Ice Hockey exclusively for DME and shall not participate or play in any other Ice Hockey events, with the unique exception of select camps, or tournaments, without the express written permission of DME which shall be reasonably granted whenever such outside participation is determined by DME to not be in conflict with the interests of DME.
2. The PLAYER agrees that he shall attend all DME on-ice and off-ice sessions including, but not limited to: practice, games, training, instructional sessions, team meetings and organized educational prep sessions, unless otherwise excused by DME prior to noted activity.
3. The PLAYER agrees that he will conduct himself on and off the ice in accordance with the highest standard of honesty, citizenship and sportsmanship. The PLAYER further agrees that he will not do anything that is materially detrimental or materially prejudicial to the best interests of DME in recognition that his behavior is representative of DME at all times. The PLAYER further understands that DME may dismiss PLAYER at will for failure to uphold good citizenship and behavior and violation thereof shall, at the sole discretion of DME, be the basis for suspension or termination of player's service with no refund.
4. The DME and PLAYER formally recognize that this AGREEMENT does NOT constitute a guarantee of playing time, or of equal playing time, for the PLAYER and that all decisions regarding playing time shall be determined solely by DME as it sees fit. PLAYER understands he will continually compete for a playing position; and that DME makes no representation regarding the total number of players that DME will carry at the PLAYER'S position. Skill and effectiveness in both practice and games are determining factors to playing time, to be determined in DME'S sole discretion. PLAYER and PARENT understand that part of the player development process may include placement on any appropriate team operated by DME. All teams are operated under the same rules and guidelines set forth by this AGREEMENT.
5. The PLAYER agrees to keep all negotiations and agreements between PARENT and DME confidential. PLAYER is not able to discuss any financial matters with other PLAYERS or PARENTS at any time unless authorized by DME.

- It is understood that all personal equipment purchased and worn by player will be in compliance with DME and that it is up to the PLAYER to keep said equipment in safety compliance with DME. PLAYER agrees that the return of team issued goods upon suspension, termination, or completion of the players' services is the sole responsibility of the PLAYER and non-returned or lost goods will be charged to PLAYER or PARENT at replacement cost.
- This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida, including the choice of law principles thereof. The PARTIES agree that any dispute between the parties concerning this Agreement, may at the sole discretion of DME, be resolved by binding arbitration before a neutral, mutually acceptable arbitrator and shall be conducted pursuant to the arbitration rules as promulgated by the American Arbitration Association, and the hearing shall be conducted in the State of Florida. Equitable claims, including but not limited to preliminary injunctions, temporary restraining orders, and declaratory judgments, however, shall not be resolved by arbitration but instead shall be resolved in a court of law. The PARTIES agree that any action in equity relating to this Agreement be brought in the State of Florida, WITH ALL RIGHTS TO A JURY TRIAL WAIVED. The PLAYER and PARENT agree to reimburse DME for its reasonable attorneys' fees in the event that DME is substantially the prevailing party in action or actions.

The parties indicate their acceptance of the terms contained in Section 7 above by affixing their initials below:

DME

PLAYER/PARENT

- The PLAYER and PARENT acknowledge that any breach of Section 1-7, is likely to result in immediate, irreparable harm to DME, for which damages are not reasonably ascertainable. The PLAYER and PARENT agree, therefore, that, upon a showing that the PLAYER or PARENT is about to breach, or has breached, any such Section, DME shall be entitled to a preliminary injunction and other equitable relief as necessary to enjoin the PLAYER or PARENT from threatened, further or continuing breaches thereof. The PLAYER and PARENT agree to waive notice of such preliminary injunction hearing and understand that ex parte relief may be sought by DME. In no event shall DME be liable for consequential damages, in contract or tort, for any breach of this agreement.
- Neither DME nor any affiliate, officer, director, attorney, or agent of DME shall have any liability with respect to, and PLAYER and PARENT hereby waive, release, and agree not to sue any of them under any claim for special, indirect, incidental, or consequential damages suffered or incurred by PLAYER in connection with, arising out of, or in any way related to, this AGREEMENT, including death or personal injury. PLAYER and PARENT hereby waive, release, and agree not to sue DME or any of DME's affiliates, officers, directors, attorneys, or agents for punitive damages in respect of any claim in connection with, arising out of, or in any way related to, this AGREEMENT, including death or personal injury

10. If any provision of this AGREEMENT shall be invalid or unenforceable under any applicable law, such provisions shall not apply in such instance, but the remaining provisions shall be given their full effect in accordance with their terms.
11. This document constitutes the entire agreement between the parties and can only be modified by a written agreement signed by the PARENT, PLAYER, and by DME. All prior or contemporaneous oral representations are of no force or effect.

PLAYER and PARENT acknowledge that failure to abide by the rules set forth in this AGREEMENT constitutes a breach of the same and subjects the PLAYER and PARENT(s) to disciplinary action and possible expulsion from DME. More detailed information regarding code of conduct, financial responsibility and related consequences can be found in the specific club addendums.

We hereby agree to the terms and conditions of this Agreement, waive any liability, and acknowledge that we have read, understand and agree to abide by the rules and regulations set forth herein, and agree to be legally bound by this Agreement

PLAYER:

DME:

By:

Authorized Person

PARENT:

INCIDENTAL DEPOSIT

The PLAYER or PARENT shall pay to DME a non-refundable tuition ("T" The PLAYER or PARENT shall pay to DME a non-refundable tuition ("TUITION") AS STATED IN THE OFFER LETTER which includes: (1) a refundable **\$500.00** INCIDENTAL deposit as reflected BELOW. The payment is due with the initial tuition deposit as stated in the Payment Plan. The incidental covers any additional expenses for the athlete during the term of their contract including but not limited to property damage, medical expenses, legal expenses etc. If any expenses exceed the deposit amount, the player (or parent) are responsible for paying the additional cost to DME upon incident. Failure to do so will result in immediate suspension.

Incidental deposit is based on length of program and required for any and all athletes. This deposit may be prorated at the Director's discretion. Incidentals are refundable following the athlete's departure. The deposit will be refunded minus any damages or expenses accrued by the athlete during the term of their contract. Please allow 60-90 days following departure to receive your incidental refund

INCIDENTAL AMOUNT: \$ _____ **500.00**

DUE DATE: _____

Incidental deposit is refundable following inspection and review of athletes contract term no later than APRIL 15, 2020

By signing this document, you are committing to the incidental deposit and terms as stated above. Failure to pay an incidental as agreed will result in delay of program admission to DME. Terms of this agreement are laws governed by the state of Florida. This document must be signed and returned to DME before competing in any team function sanctioned by DME.

APPROVED BY:
Frank Gilberti, General Manager

PARENT / ATHLETE

Signature: _____

Signature: _____

DME OFFER

PROGRAM: DME Swamp Rabbits Junior A Hockey
PERIOD: August 16, 2019--March 15, 2020

ACCOMODATIONS:

BOARDING CLIENT

COMMUTER

CITIZENSHIP:
INTERNATIONAL

USA

Items	INCLUDED
Transportation	Bus to all away games. No other transportation is provided.
Training / Practices	Minimum of 3 on ice weekly
Strength & Conditioning	Minimum of 3 off ice sessions per week
Games	Season 19 / 20: up to 44 games plus Playoffs
Competition	USPHL Premier; USPHL Elite
Tournaments	Season 19 / 20: up to 4 tournaments
Exposure Services	Individual player profile and web portals for player promotion. Player banners. Player promotion through marketing in social media services and interaction with NCAA, ACHA and Professional coaching staffs and management.
Gear	Game jerseys, socks, shells, helmet, gloves, bags, practice jerseys, practice socks, warmup suits, t-shirt, shorts.
Medical Trainers	Provided for every game
Facilities	Access 7am - 12 am. Supervisor has to be present after 9 pm.

DME OFFER

DESCRIPTIONS	OFFER
<u>TERMS</u>	
OFFER IS VALID UNTIL	
TUITION DEPOSIT AMOUNT (Including Incidental Deposit)	\$12,500
PRESENTED PAYMENT PLAN	
SELECTED PROGRAM	
<u>TUITION</u>	
* DME TUITION COST	\$10,500
** PLAYOFF FEE	\$1,500
(REFUNDABLE) INCIDENTAL DEPOSIT	\$500
#1. (OFFER) DME TUITION COST	\$12,500
<u>ADD-ONS</u>	
(OPTIONAL) DAYTONA WELLNESS PACKAGE(S)	TBD
(OPTIONAL) HOUSING	TBD
(OPTIONAL) MEAL PLAN	TBD
#2. (ADJUSTED OFFER) DME TUITION COST	\$
(REFUND) INCIDENTAL DEPOSIT	Up to \$500
(REFUND) PLAYOFF FEE (IF TEAM DID NOT QUALIFY)	\$1,500

PRIVILEGED AND CONFIDENTIAL AGREEMENT: This Tuition Offer, includes confidential and/or proprietary information, intended solely for the recipient and his family (authorized) representatives, and may be used only by the individual(s) or entity to which it is addressed. The information in this document is the sender's business confidential, subject to copyright or constitutes a trade secret, and may be legally privileged. Access to this document by anyone else is unauthorized. If the reader of this email is not the intended recipient or his or her authorized representative, the reader is hereby notified that any disclosure, dissemination, distribution, publishing, copying of this communication, or any action taken or omitted to be taken in reliance on this email is strictly prohibited and may be unlawful without the prior written consent of [DME Ice Partners](#). Documents provided to and from us may be monitored. If you have received this document in error, kindly notify the sender immediately by telephone or reply by email and delete the original document from your files if you are not the intended recipient.

APPROVED BY:
FRANK GILBERTI

PARENT / ATHLETE

Signature: _____

Signature: _____

PAYMENT PLAN POLICY

IF PAYMENT IS NOT RECEIVED WITHIN TEN (10) DAYS OF DUE DATE, THE CREDIT CARD ON FILE WILL BE CHARGED FOR THE TUITION AMOUNT PAST DUE AS WELL AS A 3% CONVENIENCE FEE

Should PLAYER or PARENT fall into arrears on these payments for any reason, time being of the essence, this shall be considered a material breach of this agreement, and DME shall be entitled to refuse to allow the PLAYER to continue to participate in the games/practices remaining, in addition to any other remedies it is entitled to hereunder.

The PLAYER and PARENT both agree to pay the full tuition regardless of whether the PLAYER should voluntarily leave the team or be released by DME for reasons allowed for in the covenants of this AGREEMENT. Nothing herein shall be considered as a waiver of DME'S right to collect tuition payments provided herein. PLAYER and PARENT agree that payments are not set up to be evenly pro-rated over the course of the SEASON. PLAYER and PARENT understand that payments are front weighted toward the start of the season as tourney play and travel are greater for this period and therefore consume the vast majority of player fees.

By signing this document, you are committing to the payment terms and conditions listed above.. Failure to pay as agreed may result in dismissal from DME. Terms of this agreement are laws governed by the state of Florida. This document must be signed and returned to DME before competing in any team function sanctioned by DME.

**APPROVED BY:
FRANK GILBERTI**

PARENT / ATHLETE

Signature: _____

Signature: _____

PAYMENT PLAN

#	DESCRIPTION	PERCENTAGE	AMOUNT	RECEIVED (DME USE ONLY)
	DME TUITION COST		\$10,500	
	Incidentals & Playoffs		\$2,000	

#	2019 / 2020 POST GRAD SEASON	DUE DATE	AMOUNT	RECEIVED (DME USE ONLY)
1	TUITION DEPOSIT *	April 30, 2019	\$2,500	
2	TUITION PAYMENT	June 15 th , 2019	\$2,500	
3	TUITION PAYMENT	July 15, 2019	\$2,000	
4	TUITION PAYMENT	August 15, 2019	\$2,000	
5	TUITION PAYMENT	September 15, 2019	\$2,000	
6	PLAYOFF FEE +	October 31 st , 2019	\$1,500	

KEY

* INCLUDES \$500 INCIDENTAL DEPOSIT)

+ REFUNDABLE IF THE TEAM DOESN'T QUALIFY

SPORTS ACADEMY

By signing this document, you are committing to pay the agreed upon tuition amount and abide by the payment plan selected. Failure to pay as agreed may result in dismissal from DME. Terms of this agreement are laws governed by the state of Florida. This document must be signed and returned to DME before competing in any team function sanctioned by DME.

Parent / Athlete Signature: _____ Date: _____

LETTER OF INTENT

NAME OF THE PROSPECT: _____

PERMANENT ADDRESS: _____

DATE OF BIRTH: _____ EMAIL: _____

SUBMISSION OF THIS LETTER OF INTENT HAS BEEN AUTHORIZED BY:

SIGNED _____
DME Administrator Date Issued to Prospect

SPORTS

THIS IS TO CERTIFY TO ENROLL AT: DME Swamp Rabbits Junior A Hockey

I certify that I have read all terms of the acceptance packet, I have discussed them with my parents, family members, coach and/or other staff representatives of the institution named above, and I fully understand, accept and agree, to be bound by them.

SIGNED _____
Prospective Student Athlete Signature Date Time

SIGNED _____
Parent or Legal Guardian Signature Date Time

SIGNED _____
Print name of parent or legal guardian

PAYMENT METHODS

OPTION #1: YOU EXECUTE THE PAYMENT - FINANCIAL WIRE TO DME'S BANK ACCOUNT

OPTION #2: WE CHARGE YOUR CARD - Credit Card Authorization Form

(CONFIDENTIAL) CREDIT CARD AUTHORIZATION FORM

In lieu of my credit card imprint, I, _____, (Name of Cardholder exactly as Shown on Credit/Debit Card) hereby authorize DME to charge my credit or debit card listed below for requested tuition charges.

CARD NUMBER
EXPIRATION DATE
SECURITY CODE

| VISA | MasterCard | Discover | American Express

THE BILLING ADDRESS AS IT APPEARS ON MY CREDIT CARD STATEMENT

ADDRESS
CITY, STATE, ZIP
COUNTRY
PHONE
EMAIL

By signing below and submitting for payment, I acknowledge acceptance of the card issuer Terms and Conditions. I also agree to waive any charge-back rights. In the event of a dispute or refund request, I will contact DME directly and will submit all order documentation in accordance with standard policy of company issuing credit card.

Signature as it appears on cardholder's credit/debit card: _____

Today's date _____

This form must be completed in full and all information must be true and correct in order for your payment to be processed.

Please email completed form to DME at: cassey.collins@dmedelivers.com

FOR DME ICE PARTNERS USE: INFORMATION ON THIS FORM MUST BE KEPT IN A SECURE LOCATION AT ALL TIMES. DO NOT TRANSFER OR TRANSPORT WITHOUT PRIOR AUTHORIZATION. DESTROY PROMPTLY BY SHREDDING WHEN NO LONGER NEEDED.

DME ADD-ONS

DAYTONA WELLNESS CENTER

Multiple package options available through Daytona Wellness Center. Details available upon request.

****Options available to all athletes. Payment will need to be made prior services rendered. Any athlete under 18 years of age will require written consent by Parent or Legal Guardian prior to services being rendered.**

DME HOUSING- TBD

PARTIAL MEAL PLAN- Lunch Only. TBD

FULL MEAL PLAN- Includes Breakfast, Lunch and Dinner daily. TBD

DME
SPORTS ACADEMY