

Texas One Volleyball Club Participation Agreement July 2019

Section 1: Conditions of Participation

Membership entitles the player to participate in practice, local tournaments, state tournaments, and out-of-state tournaments that are designated by the staff members at TOV. Equal opportunity to participate will be provided during practice times. However, court time at tournaments is not guaranteed and will be determined by TOV staff and coaches. Players are required to attend all practices, tournaments, and events scheduled for their assigned team. We understand that failure to attend all practices, tournaments, and events scheduled during the 2019 – 2020 club season may result in decreased playing time and the need for additional players to be added to the team.

We understand the rules and have discussed these rules with our athlete. We agree to and will support our athlete while she participates at TOV. We understand that once registered with and having competed in a tournament with TOV, our daughter will be **unable to transfer clubs**.

Section 2: Membership Fees

It is the responsibility of the parent(s)/guardian(s) to provide transportation, lodging, and meals for all Texas One Volleyball and USAV/AAU volleyball events. The parent(s)/guardian(s) must be financially capable of providing these necessities for the player in order for the player to attend all practices, tournaments, and scheduled events for their assigned team.

Unless a player's dues are paid in full by August 1, 2019, a <u>current credit card must be kept on file with TOV</u> when accepting a position on a team. TOV does not keep credit card information from a previous season. <u>Monthly payments will be due by the 5th of every month. There will be a \$25 late fee if received after the 20th of each month. All payments should be paid through CRM system, by cash, check, or credit card at TOV facility. All checks must be payable to Texas One Volleyball Club.</u>

If mailing my payment, I will send it to:

Texas One Volleyball 1818 First Oaks Richmond, TX 77406

You are obligated to pay **ALL** Club Fee's once a commitment has been made to TOV. A commitment is shown after acceptance of a team and the \$600 non-refundable deposit has been made. Texas One Volleyball is making a one-year commitment to you or your child when you are asked to join a team. Similarly, by accepting this Club Participation Agreement and joining one of our teams, you are assuming the responsibility for paying the required team fees.

Failure to pay in full or to make scheduled, monthly payments will result in the suspension and/or removal from practices and/or tournaments until the payments or a payment arrangement have been made. *Any money paid to TOV is non-refundable*. Any overdue accounts will be sent to collections or filed with Harris County Small Claims Court. The parent(s)/guardian(s) are responsible for all fees associated in the collection process.

The total annual TOV membership costs include: the non-refundable \$600 deposit, the remainder of the Club Fees, Apparel Fees, and Tournament Fees. These membership costs DO NOT include transportation to and from practice or tournaments, hotel costs, or food.

See attached: Payment Plans & 2019 – 2020 Club Cost

Read, acknowledged, and agreed to by:

A 5% discount on Club Fees, from a balance after deposit, is offered if payment in full is received by August 1, 2019. This full payment discount cannot be combined with other offers.

There will be a 5% discount for the second athlete in the family. This is also true to any other athlete that chooses to play at TOV. This discount can be added on top of the 5% discount if the Club fees are paid in full by August 1, 2019. This full payment discount cannot be combined with other offers.

In the event this obligation is referred to an attorney and/or collection agency, the member agrees to pay these accrued charges with an additional 5% interest rate charged each month.

The undersigned has received, read, and understands and agrees to abide by these regulations of TOV as they now exist and as they may be amended by TOV staff members.

This Agreement is not transferable by the member without the explicit agreement and approval of TOV. Because the damages under this agreement are difficult to ascertain; the parties mutually agree that in the event of a default, TOV is entitled to receive the entire contract balance due as herein. This agreement, together with any attachment(s), will be governed by the laws of Texas, supersedes all prior oral or written representation or communication between the parties. This constitutes the entire understanding between the parties regarding the subject matter of this agreement and may only be modified or amended by a written supplement signed by both parties.

Print Name of parent/guardian:	
Signature (Parent/Guardian):	Date: