



SOCCER PARADISE FUTBOL CLUB



OFFICIAL PROVIDER OF YOUTH SOCCER PROGRAMS FOR CITY OF NORTH MIAMI BEACH

PLAYER/PARENT CONTRACT FYSA SEASON 2014/2015

Player Pass No. _____

Player Name

_____ Last Name

_____ First Name

_____ Middle Name

Phones

_____ Home

_____ Text Message

_____ Mobile/Work

Home Address

City

_____ Zip _____

Gender

_____ Birth Date

mm/dd/yyyy

_____ Size

_____ HS Grad Year

_____ Citizen

Email Address

Parent/

Guardian Name

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

The Player understands that accepting the position offered to play with the Club for the entire season year requires that the Player complete the registration documents provided, as well as obligates the Player to pay the full competitive registration fee regardless of whether the Player later decides to leave the Club prior to the end of the season year. Should the Player leaves the Club prior to the end of the season year, the Player understands that no registration monies 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 Initial

Payments are due via debit/credit card ONLY, on or before every 5th day of every month. The first monthly fee will commence on August 1, 2014, and the last payment will be on June 5, 2015 (11 months). Failure to maintain your account current can lead to the Player being withheld from competition.

Credit Card

_____ Credit Card Number

_____/_____
Expiration (MM/YY)

_____ MC

_____ VI

_____ DIS

_____ AMEX

If account address different than above, please write in:

_____ Address

_____ City

_____ State

_____ Zip

PRACTICE LOCATION: Mishcon Athletic Field, 16700 NE 15 Ave – North Miami Beach AGES ELIGIBLE: Boys and Girls 4-16

FOR MORE INFORMATION CONTACT US @ 786-873-1917 or soccerparadisecub@hotmail.com



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Authorization for Autopay Bank direct debit/credit card – The buyer hereby understands and authorizes Soccer Paradise LLC 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 \$25.00 on any item presented for collection or returned for any reason. Late fee charge of \$10/child on payments after the 5th. To cancel membership and stop payment must advise in writing 2 weeks prior to payment.
BUYER INITIAL REQUIRED _____

Player’s Initials

Guardian’s Initial

Included in the registration and monthly fees, the Player understands that the Club will provide training and coaching, as well as the following:

- 1 set of competition uniforms (1 home shirt, 1 away shirt, 1 short, 2 pairs of socks)
- 1 set of training uniform (2 training shirt, 1 short)
- Team Soccerbag
- 1 Soccer Paradise F.C. Rain Jacket
- Registration in Florida Youth Soccer Association FYSA (w/ secondary insurance)
- INDICATE UNIFORM SIZE _____

Although not included in the costs of the registration fees and considered optional, the Club and its coaches strongly recommend that Players purchase the following item:

- 1 Official Soccer Paradise F.C. Warm-Up Set (Cost \$60) YES_ NO_
- 1 Official SPFC Jersey for personalized for parents (Cost \$50) YES_ NO_ SIZE__

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 Initial

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



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Player's Initials

Guardian's Initial

Additionally, the Player understands that the Player will share in team expenses above and beyond the Club registration fees noted above, to cover entry fees for events the team decides to participate in, and any fees associated with attending these events. Some of the additional expenses are as follows:

- Tournaments and Cups season play
- International waivers
- Releases and transfers of players

We are not responsible for cancellations due to bad weather, holidays or field maintenance, but we do guarantee 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 **\$300.00 transfer/release fee** to the Club, in addition to fulfilling all financial obligations noted before the Change of Status may be processed. As previously noted, should the Player leave the Club prior to the end of the season year, the Player understands that no registration monies will be refunded.

Player's Initials

Guardian's Initial

Failure to fulfill the Player's financial obligation to the Club may result in the Player being placed in "Not in Good Standing" status with the Club 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 the Club or any other affiliate.



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Player's Initials

Guardian's Initial

Automatic Renewal Policy: Soccer Paradise F.C. will renew player registration with FIFA and/or FYSA and contract obligations under same terms as this, automatically by the end of each following season starting with season 2014/2015. If player wish to be released to transfer to another soccer club should inform in writing to the Club before June 1st of previous season on witch release is asked.

Player's Initials

Guardian's Initial

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 the Club. 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.

Player's Initials

Guardian's Initial

FYSA CODE OF ETHICS

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 I 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- regardless 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.

PRACTICE LOCATION: Mishcon Athletic Field, 16700 NE 15 Ave – North Miami Beach AGES ELIGIBLE:Boys and Girls 4-16

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- ⚽ 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.**

Parents/Spectators:

- ⚽ I 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.
- ⚽ I will support the coaches, officials, and administrators working with my child, in order to encourage a positive and enjoyable experience for all.
- ⚽ I 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 will 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 **Club** 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.

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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 Soccer Paradise in that program or any others in which Member may participate.
2. **UNAVAILABILITY-** If the Soccer Paradise’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 Soccer Paradise closes for more than 90 consecutive days. Within 40 days of receipt of such notice of cancellation, the Soccer Paradise shall refund to the Member the unused pro-rata 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 the Soccer Paradise’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 Soccer Paradise’s facilities and the Members presence at the Soccer Paradise’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 Soccer Paradise to avoid such injuries. The Member, on behalf of him/herself and anyone claiming by or through the Member, herby holds harmless, releases and forever discharges Soccer Paradise, 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 Soccer Paradise, including, but not limited to, any injury or damage caused by the negligence or gross negligence of Soccer Paradise, 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 Soccer Paradise.
4. **CLASSES-** Scheduling and content of classes and programs and furnishing of facilities and instructors are the sole and absolute discretion of the Soccer Paradise and may be changed at any time by Soccer Paradise. Soccer Paradise will provide instructors to teach and supervise classes, practice sessions and tournaments conducted by Soccer Paradise. Member understands that during the course of instruction, Soccer Paradise 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 Soccer Paradise is located. All rights and obligations of the Soccer Paradise 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 statute, 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 statutes, rules and regulations, the Soccer Paradise and Member shall be bound by the modified agreement and agree that no other modifications shall be enforceable unless 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 Soccer Paradise’s rules and regulations. Member’s failure to comply with the Soccer Paradise’s rules and regulations shall be grounds for immediate suspension or termination of the Member. Member’s suspension or termination shall not entitle the Member to a refund or credit 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 the Soccer Paradise 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 credit of tuition.
7. **DISABILITY-** By written notice to Soccer Paradise, 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 Soccer Paradise’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 Soccer Paradise’s facilities for a period in excess of 6 consecutive months
8. **RELOCATION-** Upon notice Soccer Paradise as provided herein and with proof of relocation, Member may cancel the agreement if the Member permanently moves more than 25 miles from the Soccer Paradise’s facility.
9. **CANCELLATION-** To cancel this agreement pursuant to any right contained herein the Member shall notify Soccer Paradise of cancellation in writing 14 days prior to cancellation date, within 40 days of receipt thereof, any money to be refunded to the Member shall be paid by Soccer Paradise. If the Member has executed a credit, lien or automatic funds transfer agreement to pay for services, any such agreement executed by the Member shall be returned by Soccer Paradise and any automatic transfer shall be canceled within 40 days after the receipt of notice of cancellation. **If Member cancels before end of the season to join another club a \$300 cancellation fee will apply.**
10. **DEFAULT-** Non-payment of scheduled monthly payments in excess of 60 days 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, Soccer Paradise shall be entitled to recover their reasonable attorneys fees, court costs, interest on the past due amount at the rate of 1.5% per month and collection feed equal to 20% of the outstanding amount then due as a collection fee and not penalty, for Soccer Paradise to collect any past due amounts or cure any breach.

Guardian’s Name (Print)

Guardian’s Signature

Date

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