



CLUB CACTUS JUNIORS VOLLEYBALL CLUB ATHLETE FINANCIAL AGREEMENT

THIS PLAYER/PARENT FINANCIAL AGREEMENT MADE AS OF THE FIRST DAY OF _____, 20__

BETWEEN:

Club Cactus Juniors Volleyball Club, LLC
11664 N. Rain Rock Way
Oro Valley, AZ 85737

“CCJ”

AND

Athlete Name
Address
City, State, Zip

“PLAYER”

_____ (PLAYER) agrees to participate on a Club Cactus Juniors Volleyball Club team, currently _____ that is administered by **CLUB CACTUS JUNIORS VOLLEYBALL CLUB, LLC (CCJ)**. _____ (PARENT) is the parent and/or guardian of PLAYER and gives permission to Player to agree to participate in the CCJ team that is administered by **CLUB CACTUS JUNIORS VOLLEYBALL CLUB, LLC**.

1. COMMITMENT PAYMENT

PLAYER and PARENT agree to pay a \$ _____ Commitment Fee (Deposit) per player to CCJ upon acceptance of their placement to hold their roster spot on the team for the _____ club season. These monies are applied toward the total team dues upon signing this contract. Player and parent also understand that the Commitment Fee is non-refundable should the player or parent change their mind and opt not to participate with CCJ.

2. PLAYER CONTRACT TERMS

Player and Parent understand that by signing this contract that the player is required to participate with CCJ for the _____ Club Volleyball season beginning _____, 20___. PLAYER and PARENT understand and agree that by signing this contract that they cannot tryout or participate with any other club team or program from the date of this contract being signed through July ___, 20__ – or the end of the USA Volleyball Season.

3. CONTRACT FINANCIAL TERMS

PLAYER and PARENT understand and agree to pay the tuition for the entire season. If the tuition is divided into monthly installments, PARENT understands that the services rendered under this contract and the remittance of payments is not an installment contract nor are they severable.

PLAYER and PARENT agree that there are no refunds for any reason including player injuries (including concussions), a player leaving the team for any reason, a player relocating, or a player being removed from a team for violating the CCJ Polices and the CCJ Player Code of Conduct. PLAYER and PARENT understand and agree that there are no refunds of monies paid by a player or parent for a violation of any part of the codes of conduct set forth by USA Volleyball, JVA Volleyball, and AAU Volleyball.

CCJ CREDITS AND DISCOUNTS: CCJ agrees to discount or credit tuition in accordance with the club’s Credit Program (Cactus Classic Credit, Sponsorship, Youth Academy, etc.). PARENT understands that credits will be applied to the last month’s tuition payment. CCJ reserves the right to void any and all credits should the account not be paid in accordance with this contract and/or the player leaves the team for any reason. Athletes who have outstanding balances are the end of the season will be subject to collections and reported to the Arizona Region of USA Volleyball and will be ineligible to participate with CCJ and any other club until the debt is satisfied.

PARENT Initial and Date

4. TUITION PAYMENT

PLAYER AND PARENT understand and agree that all payments must be made by the established due dates to CCJ to be considered on time. All payments that are received by CCJ any day after the due date are considered late. Player and Parent understand and agree that a \$25.00 late fee for each month that the payment is late will be assessed to the player's account.

PARENT will receive statements and monthly reminders from Groundwork. Online payments may be made by any credit card by using Groundwork. Payments made by PayPal or credit card will be charged surcharge of 4% per payment.

PARENT agrees that if a payment is made via credit card that you are paying for a "service" provided by CCJ and not paying for a "product," and PARENT waives the right to dispute any payment for services made via credit card to CCJ.

Payments can also be made by check or cash in person to CCJ Director of Operations, or by mailing a check to CCJ at 11664 N. Rain Rock Way, Oro Valley, AZ 85737. Returned checks are charged a \$35 fee.

PLAYER AND PARENT understand and agree that if all monies are not paid in accordance with the Payment Schedule, that the player cannot and will not be permitted to participate in any activities at CCJ, including practices or tournaments, and that this will stay in effect until all payments are up to date on the account.

Athletes who have outstanding balances at the end of the season will be subject to collections and reported to the Arizona Region of USA Volleyball; and may be ineligible to participate with CCJ and any other club event until the debt is satisfied.

Any failure by CCJ to strictly follow any financial clause of this contract shall not be deemed a waiver by CCJ of any amounts that the player and parent are responsible for.

The Player and Parent understand and agree that the financial terms of this contract apply jointly to both Player and Parent.

5. ATHLETE INJURY

Player and Parent understand and agree that if the player incurs a serious injury prior to the first scheduled tournament which would result in the athlete being prohibited from participating in the sport of volleyball through June 2019, then either CCJ or the Parent will have the right to void the contract and release PLAYER and PARENT from all contracted responsibilities for the _____ season.

Once the contract is void all monies (excluding the Commitment Payment) will be returned to the Parent within 14 days. PLAYER and PARENT agree that a physician's report will be necessary to execute this part of the contract and that PLAYER cannot and will not participate with any other club in any volleyball activities if player is released from the contract due to serious season-ending injury.

PLAYER and PARENT understand and agree that all injuries (including concussions) sustained after the season has begun will not change the requirement that the Player and Parent are obligated to the contract in full.

6. PLAYING TIME AND CLUB TEAM ROSTER

PLAYER and PARENT understand that the tuition being made to participate in a CCJ team do not guarantee particular amounts of playing time or a particular position on a team.

PLAYER and PARENT also understand that the club reserves the right to change the make-up of a club roster for competition purposes at any point during the season and that the player's commitment to play for CCJ is to the club as a whole and not to a particular team or a particular roster of players. If CCJ moves a player to a different roster within the club for any reason, club tuition (exception would be travel expenses) will not be adjusted to incur more monies due or to create a refund to any player regardless of the amount of players on a team.

FINANCIAL AGREEMENT

PLAYER and PARENT agree in full with the policies as set forth in this Financial Contract.

We understand that we are responsible for the season’s full tuition, even if the player is unable to participate in tournaments and/or training sessions. We also understand and acknowledge that we will be responsible for any and all of CCJ’s legal expenses and/or collections cost related to this account should it not be paid as agreed. We understand that we are and/or our insurance company is solely responsible for payment and/or bills incurred as a result of any injury incurred during Club Cactus Juniors activities.

We understand that our signature below and the non-refundable commitment deposit indicate our commitment to Club Cactus Juniors Volleyball Club. The Arizona Region considers this commitment for the entire season. We understand that once committed, that the player is not eligible to tryout or practice with another club until the end of USAV Nationals (early July 20__) or being granted a release.

By signing below, I acknowledge that I have read and agree to the conditions set forth above by CCJ.

This Agreement becomes effective when signed by the PLAYER and PARENT.

PLAYER NAME (Printed Name)

PARENT NAME (Printed Name)

Signature of Player

Date

Signature of Parent

Date

Club Cactus Juniors Volleyball Club

Date