



EVP Eagles Volleyball Club
SEASON: 2023/2024

Parent & Player
Commitment Contract

This contract is your commitment to play for Elite Volleyball Player Inc. ("EVP") through the completion of the 2023/2024 season.

*This contract is a legally binding document made by and between
Elite Volleyball Player Inc.
and*

*[_____] ("Player") and
[_____] ("Parent(s)") individuals residing in
[_____]*

Parents & Players - Please INITIAL ALL PAGES, in the bottom right-hand corner, where indicated, and SIGN & DATE the last page, where indicated.



1 Parent Contract / Code of Conduct

(1) **EVP** will strive to maintain positivity in and around every EVP team. Players and parents acknowledge that this includes their conduct and is not limited to practices, during all competitions and in our local communities. By signing this commitment contract, I/ we accept all the following terms and codes of conduct. **Parent(s)/Guardian(s) agree to adhere to the following:**

- (i) Remain in the area(s) designated for spectators during all games/tournaments.
- (ii) Not to advise coach(es) on how to coach, and not make derogatory comments to coach(es), officials, tournament directors, opponents or other parents, guardians, or spectators.
- (iii) Not to coach any player(s) during game(s) or give them instruction. Parents/Guardians may “encourage” their player(s) during breaks.
- (iv) Will not approach coach(es) immediately before or during a match to discuss play or playing time and will wait at least 24 hours after matches before discussing with coach(es). Please resolve any differences at a reasonable time, not on a tournament day.
- (v) Encourage player(s) to have discussions with his or her coach(es) regarding playing time, skills and concerns or issues.
- (vi) Player(s) may talk with coach(es) at practices about this or may schedule a meeting before or after a practice. Again, please do not do this on a tournament day.
- (vii) Maintain a positive attitude and emphasize teamwork & cooperation with your player(s).
- (viii) Support all attempts to remove belligerent, abusive or profane behavior around the team, coach(es), and other families – verbal, physical, actual or threatened.
- (ix) Authorized coach(es), players and parents only are allowed on the court(s) and/or on playing & scorekeeping areas at any given time.
- (x) Encourage and applaud the hard work, fair play and effort of ALL of our players and coach(es).
- (xi) Advise persons whom you invite along as spectators or to any practices, scrimmages or tournaments of our expected conduct.
- (xii) Agree to pay all scheduled payments due on time, and to be fully bound by the terms and conditions of this Commitment Contract.
- (xiii) Encourage hard work and honest effort to your player(s) - that leads to improved performance and participation.
- (xiv) Understand and agree to the following policy on play time:
 - (a) EVP’s focus is to provide training to all players in the sport of volleyball. Each player is guaranteed practice time. Playing time in matches and tournaments is not guaranteed to any player. Playing time is determined by the coach(es) and may depend on the position of each player, skill level, and commitment at practices, behavior and attitude. **DO NOT CONTACT ANY COACH(ES)** about playing time until you have spoken with your player. Your player needs to discuss with the coach(es) why they are not receiving any play time, or why they may be receiving reduced playing time.
- (xv) Not to use alcohol or drugs at practices, scrimmages or tournaments, nor show up to a practice, scrimmage, tournament in a state of intoxication, whether it be from alcohol or drugs.

Player Initials: _____ Parent(s)/Guardian(s) Initials: _____



- (xvi) Be respectful of all facilities our team uses for our team's practices, where we are scheduled to play, etc. Treat other's property as you would want your own property treated.
- (2) I/We understand that any violation of this agreement may result in suspension and/or removal of myself and/or my player(s) from the team, and that all fees remain due and payable in full even if suspended or removed from the team.
- (3) I/we understand that the rules and policies and statements listed herein are not all inclusive but rather reflect the overall spirit of positivity that is required by all players and parents and that EVP shall make the final determination in its sole discretion regarding any players or parents not abiding by that overall spirit. Amendments to EVP commitment contracts may be made at any time deemed necessary by EVP.

2 Player Contract / Code of Conduct

- (1) I understand that I have been selected as a player for an EVP team for the 2023/2024 OVA Season. By signing this contract, I understand that I have committed to play for EVP for the entire season and will be held responsible for all of the following terms:
 - (i) I will conduct myself in a manner to be respectful of all players, coach(es), officials, opponents & spectators and will strive to bring positivity and prestige to the team.
 - (ii) I will make every effort to attend and be on time for every practice, match and team function scheduled by the coach(es). I will inform the coach(es) personally if I cannot make a scheduled event. At least one hour's notice is desired.
 - (iii) I will communicate constructively both on and off the court.
 - (iv) I will willingly accept all coaching comments and assignments.
 - (v) I will not comment on the errors of my teammates, as I know no one is trying to make a mistake but instead will encourage my teammates at all times.
 - (vi) I will participate with full effort/intensity, to the best of my ability, in all training and competition, and be an active participant in all group discussions to reach a true team consensus.
 - (vii) Playing time is determined by the coach(es) and playing time during tournaments is not guaranteed. I understand that I will have every opportunity to prove myself at every practice.
 - (viii) I understand and agree to the following policy on play time:
 - (a) EVP's focus is to provide training to all players in the sport of volleyball. Each player is guaranteed practice time. Playing time in matches and tournaments is not guaranteed to any player. Playing time is determined by the coach(es) and may depend on the position of each player, skill level, and commitment at practices, behavior and attitude except fair play rules in certain age groups.
 - (ix) I will uphold and abide by the rules and guidelines set forth in the Ontario Volleyball Association ("OVA") Rules/Regulations, documentation and any rules or guidelines implemented by any other governing body. If there is any conflict between any specific item herein and any governing body rules or regulations, the rules and regulations of the governing body shall prevail.

3 General Conduct

- (1) The use of alcohol, drugs or tobacco by any EVP player is strictly prohibited. If you are caught or suspected of consuming alcohol, or using drugs or tobacco, consequences will apply and will be determined by the coach(es) and by EVP. Players will abide by the Ontario Volleyball Association rules regarding court

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conduct at all times. Coach(es), teammates, opponents, officials and spectators will be treated with the utmost respect

(2) Any Players/Parents serving as scorekeepers or lines judges will abide by the following:

- (i) Appear on time to perform their duties.
- (ii) Lines judges will stand alone while performing their duties and pay close attention to the match.
- (iii) No talking during the match.
- (iv) Not use radios, MP3, IPOD, CD players, cell phones or other devices, eat or engage in any other distracting activities during the match.
- (v) Pay attention. Every point is critical in every match. Officiating errors can significantly affect the outcome of a match. Officiate each match with all the attention you would want given to your team's match.

4 Fundraising and Sponsorship

(1) Fundraising

- (i) Fundraising is to be completed by EVP to offset the costs of buying new equipment, repairing equipment and assisting in payment of club fixed costs (gym rentals, extra fees, insurance, etc.)
- (ii) Funds raised should be used to benefit as many members as possible to enhance the quality of the overall experience with the club.
- (iii) All fundraised dollars shall be divided; 30% to EVP, to be used for whole club activities and expenditures; 70% to be used by the team or individual for club related fees and expenditures (i.e., extra tournaments, extra clothing, team outings, etc.). This division of dollars shall stand unless otherwise indicated by EVP or its board members.
- (iv) Individual ideas on fundraising activities or campaigns are welcomed, however, must be in consultation with the board of EVP.
- (v) Accountability for fundraised dollars rests with the board of EVP.

(2) Sponsorship

- (vi) Sponsorship is intended to offset the cost of any program at EVP or benefit the club as a whole.
- (vii) Sponsorship could be direct financial support in the form of infrastructure and/or equipment or services.
- (viii) Sponsorship can offset the costs of tournament entries, equipment, transportation/hotels to tournament, uniforms, etc.
- (ix) Sponsorship is not intended to offset individual program fees
- (x) Sponsorship funds shall be divided; 70% to EVP, to be used to offset the costs of whole club activities and expenditures; 30% to be used by the team or individual for club related fees and expenditures (i.e., extra tournaments, extra clothing, team outings, etc.). This division of dollars shall stand unless otherwise indicated by EVP or its board members.
- (xi) Accountability for sponsorship funds or goods rests with the board of EVP.

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5 Payments and Fees – Season: 2023/2024

(1) Below are the 2023/2024 Season Fees.

Team	SEASON FEE	CLOTHING FEE	Tournaments for Travel Teams (Fixed Pricing)	TOTAL EXPECTED COST
4v4 Non-Travel	\$3588.65	Packages range from \$310.75 to \$480.25	-----	\$3899.40 - \$4068.90
6v6, TLS (14U), 15U Non-Travel	\$4142.85	Packages range from \$310.75 to \$480.25	-----	\$4453.60 - \$4623.10
16U, 17U, 18U Non-Travel	\$3929.35	Packages range from \$310.75 to \$480.25	-----	\$4240.10 - \$4409.60
TLS (14U) Travel	\$4684.56	Packages range from \$310.75 to \$480.25	-JVA US Tournament and VC Nationals Ottawa \$1130	\$6125.31 - \$6294.81
15U Travel	\$4684.56	Packages range from \$310.75 to \$480.25	-JVA US Tournament \$565	\$5560.31 - \$5729.81
16U, 17U, 18U Travel	\$4481.27	Packages range from \$310.75 to \$480.25	- JVA US Tournament \$565	\$5357.02 - \$5526.52

All Fees in table above Include HST

(2) Fees are due no later than the due dates set out in your payment agreement when registration occurs online.

(3) Below are the terms and conditions of the fee agreement.

(i) Fees are due by the due dates as set out in your payment agreement at the time of registration. All parents/guardians and players are jointly and severally responsible for the payment of fees when due. Fees will cover the following costs: Team registration fees with the OVA, Tournament and Provincials entry fees, gym use fees, equipment fees, coaching and administrative fees, EVP Eagles Camp (15U and under only), social events, and year end banquet.

(a) Monthly fee payments may be paid by credit card or e-transfer.

(4) **Club Fees are Non-Refundable:** The player's commitment to play on a team is an agreement to pay the season in full. If a player does not continue to play before all fees have been paid, all club fees shall

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remain due and payable regardless of the reason. The fee instalment dates provided are merely for convenience and do not reflect payments for any specified period of time. For clarity, the full fee is fully earned and payable upon the execution of this agreement and no part of it is refundable. This fee agreement cannot be cancelled, broken or vacated without the full consent of EVP. If a player chooses to leave the club during the season for any reason, the entire season fees will remain the responsibility of the player and all responsible parents/guardians. At times there may be restricted use and/or changes to use of facilities. If this occurs, EVP will do its best to find other facility space so that practice is not interrupted. If a tournament is full, an alternate may be selected in EVP's sole discretion. Practice hours during the week may change depending on the coach(es) and availability of facilities.

- (5) **Cheque Policy:** A \$40 NSF/returned check fee will be charged by EVP for any check that is returned by our bank for non-sufficient funds (NSF checks). When a check is returned, EVP will require the outstanding/returned payment, as well as any remaining payments, to be made by cash, money order or cashier's check. Late fees may also apply if applicable – see Late Fees.

An NSF/returned check may also result in the player not being allowed to participate in upcoming practices or tournaments until the parent(s)/guardian(s) settles the NSF/returned check issue with EVP. **There will be no exceptions.**

- (1) **Late Fees:** Failure to pay a scheduled payment by the payment due date will result in a late fee of \$25 per month. These fees will be added to the payment due. **There will be no exceptions.**
- (2) **Non-payment Penalty:** While we do not want to see any player lose the ability to practice or play, failure to pay within 2 weeks of any scheduled payment and any late fees or charges for NSF/returned check(s) that have accumulated will result in the player being immediately ineligible from all club activities, including practices and tournaments. Reinstatement of eligibility will require payment of all outstanding payments, fees and charges. Once re-instated, any failure to pay another scheduled payment by its due date will result in immediate ineligibility. If a player becomes ineligible a second time, re-instatement may not occur and all remaining fees, late fees, bank charges, etc. accumulated will remain due and your account will be sent to a professional agency for collection, if not promptly paid in full, where additional costs and interest will be charged. EVP will also report any past-due or un-paid amounts to the OVA, which will result in the player being included on an ineligible list (i.e. cannot tryout or play for any other club) and will remain on this list until the fees due to EVP have been satisfied/paid in full.



2 ACKNOWLEDGEMENT & AGREEMENT (Signature Pages)

- (1) By signing & dating this Commitment Contract, I/we acknowledge that I/we have received, read and agree with the terms outlined within the Commitment Contract. Amendments to EVP rules, policies, agreements and contracts may be made at any time deemed necessary upon EVP providing 3 weeks' notice of such change.
- (2) **Reiteration of KEY ELEMENTS: By signing & dating this Commitment Contract, you understand and agree:**
- (i) That all fees must be paid on time in order for player to be eligible to practice & play.
 - (ii) That playing time is NOT guaranteed. Players must earn playing time.
 - (iii) That player(s) and parent(s)/guardian(s) will not violate the terms of these agreements and if terms are violated, player may be removed from play and/or team.
 - (iv) That if a player is caught or suspected of drinking alcohol or using any type of drug or tobacco they may be immediately suspended from further play and removed from team.
 - (v) That all fees are due even if a player does not complete the season, regardless of reason (any exceptions will be determined by the Owners).
 - (vi) That all 5 volunteer hours are completed by March 31st, 2024, and if not completed, a fee of \$20.00 per hour will be paid in a timely manner. You may also choose to buyout of the volunteer hours at the time of registration at the rate of \$15/hour
- (3) Consequences for violation of any part of these agreements are at the discretion of EVP and/or Coach(es).
- (4) **Waiver of claims:** It is agreed that by signing below, that the use of facilities and the participation in EVP sponsored activities shall be entered by each player at their own risk. EVP, its coach(es), directors, officers, members or owners shall not be liable for any injuries and/or damage to any member, player, parent or other attendee caused by any reason whatsoever, nor shall EVP be subject to any claim whatsoever. EVP shall not be responsible or liable for damage, loss or theft of personal belongings, including without limitation, automobiles and/or their contents. In addition to the above, all parties shall sign a Waiver and Release of Liability document. The provisions of the Waiver and Release of Liability document shall govern in the case of any inconsistency.
- (5) **Photo and Personal Info Waiver:** Playing experiences enjoyed by our players during the volleyball season may be photographed and/or filmed and displayed on the EVP website, flyers and other media sources (not restricted to outside press). In order to post players' pictures and information including, but not limited to, team and personal stats, we need permission from a parent/guardian. In addition to the above, all parties shall sign a Photo Release document. The provisions of the Photo Release document shall govern in the case of any inconsistency.
- ___ Yes, I/we give permission to photograph, film and display photos and information of my daughter or son.
- ___ No, I/we do not give permission to photograph, film or display photos and information of my daughter or son.
- (6) I/we certify that I/we have received, read, understand and agree to be bound by the terms and conditions of this and the above listed contracts and agreements. In the event that there are multiple

Player Initials: _____ Parent(s)/Guardian(s) Initials: _____



COMMITMENT AND CONDUCT CONTRACT

parents/guardians responsible for player and paying of club fees, all involved must sign this contract and will be bound jointly and severally by all rules, agreements, fee structure and policies outlined in this and every document listed above. (If more than 2 parent(s)/guardian(s) are financially and/or legally responsible for player, please request a second signature page).

- (7) I hereby agree that my child and I will be subject to and comply with all the rules and regulations of OVA Volleyball, and the terms and conditions of membership to EVP as agreed upon.
- (8) I hereby agree that I shall be liable for the payment of the entire amount of the fees and expenditures for my child's membership in EVP, whether or not I am permitted to pay for such in installments and whether or not my child participates in all EVP activities. In the event my account is referred to a collection agency, I agree to pay the balance owed to EVP as well as the fees and expenses EVP incurs by the collection agency or otherwise.
- (9) This agreement includes the above Terms and Conditions of Membership, which Terms and Conditions are fully incorporated as set forth at this point.

I, the undersigned, understand and agree to the above stated terms and conditions of membership in EVP, and Parent Agreement, and shall comply with all terms, conditions, and payment of fees, contained herein.

SIGNATURES:

<hr/> Print Name <i>Parent/Guardian 1</i>	<hr/> Signature	<hr/> Date
<hr/> Print Name <i>Parent/Guardian 2</i>	<hr/> Signature	<hr/> Date
<hr/> Print Name <i>Player</i>	<hr/> Signature	<hr/> Date

ELITE VOLLEBALL PLAYER INC.


Per: _____

Name: Matt Green

Title: President

**I have authority to bind the
Corporation**

Player Initials: _____ Parent(s)/Guardian(s) Initials: _____



COMMITMENT AND CONDUCT CONTRACT

Player Initials: _____ Parent(s)/Guardian(s) Initials: _____



COMMITMENT AND CONDUCT CONTRACT

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