Universal Sports and Academics All-Star Cheerleading Contract

2017 - 2018 Season

Lisa Shaw



CEA MARYLAND BUILDING CHAMPIONS CHAMPIONS LIVE DIFFERENTLY



Team Contract

Dear Parents and Cheerleaders.

First, I would like to welcome all new cheerleaders to our Cheer Extreme Maryland All-Star Cheerleading program and welcome back all veteran cheerleaders. This Team Contract is a tool that Universal Sports and Academics, Inc. (d/b/a "Unique Sports Academy") has created to establish agreement between the parents and the gym. We also want to thank you for your patronage and for the commitment you are making to our program.

The facility is owned by my partner, Joe Taglisferi and I. We will continue to offer the same great level of service to our gym family that we always have. My professional relationship with Joe goes back over 15 years working together during our years operating under Maryland SuperStarz All-Star Cheer and Joe working at Elite Gymnastics before joining together and establishing our own facility.

In addition, we have a staff of successful industry certified professionals who have been by my side; some over 15 years. As Cheer Director and owner, I have over 20 years of experience as an all-star gym owner, coach and mentor. Over the last several years our teams have won numerous national competitions and prestigious bid opportunities including The All-Star Games in Las Vegas, full paid Gold bids to US Finals, full paid bids to The Cheerleading Worlds, and bids to The Summit in Orlando, Florida. We look forward to continuing to build a successful program with your child!

Please read the following contract and sign the last page verifying that you have completed the following:

- 1. Read the contract and understand the contents.
- 2. Understand that this is a season commitment from June 2017 through April 2018.

It is important that this contract be followed as budgets, schedules and team competitions rely on <u>all</u> participants remaining in good standing.

The entire staff at Unique Sports Academy are incredibly honored that you would entrust your children into our program and allow us to shape them into remarkable athletes, capable of achieving what they never thought was possible.

Lisa Shaw, Director

TEAM PHILOSOPHY

The two fundamental philosophies of the competitive program are "quality of performance" and "pursuit of excellence." During workouts and competitions both themes are stressed and reinforced. These two philosophies help cheerleaders develop the mental, emotional, and physical strength needed for the high standards of performance expected of them for competition.

Unique Sports Academy's All-Star Cheerleading is governed by the United States All Star Federation ("USASF"). All athletes must become members with USASF before being eligible to compete in USASF sanctioned events.

TEAM TEACHING PHILOSOPHY

The coaching staff understands that cheerleading is a team sport. The coach will give the cheerleader appropriate guidance, not only to help the cheerleader to succeed in this sport, but also in life. Self-confidence, positive self-image and critical thinking will be taught to improve the quality of performance. We will respect the balance between working out and taking care of our bodies and each cheerleader is encouraged to strive for quality and excellence at their own pace. In this way, we hope the cheerleader will retain the love for the sport that originally motivated them to become cheerleaders.

BENEFITS OF THE TEAM PROGRAM

- Strength
- Flexibility
- Coordination
- Cardiovascular Fitness
- Weight Control
- Time Management
- Kinesthetic Awareness
- Setting and Achieving Goals
- Managing and Controlling Stress
- Developing Physical, Mental, and Emotional Control

CODE OF CONDUCT

All team members must behave in a professional and mature manner as a representative of Unique Sports Academy and your teammates. It is expected that all athletes will:

- Show complete respect to coaches, teammates, competitors, parents, judges, officials and spectators.
- Demonstrate good sportsmanship before, during and after competitions.
- Be modest in victory and gracious in defeat.

CHEERLEADER EXPECTATIONS

- HAVE A POSITIVE ATTITUDE!!
- Be ON TIME for ALL practices and performances.
- Put away your cell phone during practice. Parents who need to reach an athlete may call the gym.
- Attend all practices as scheduled.
 - o If practice is cancelled due to holidays, weather, etc. make-up practices may or may not be added at the discretion of the Director.
 - o If you are sick (not contagious) or injured, you should attend practice and watch from the sidelines for any changes that may affect you.
 - If your doctor recommends you refrain from practice due to illness or injury, bring a written note from the doctor. PLEASE NOTIFY YOUR COACHES IMMEDIATELY IF AN INJURY OCCURS.
 - o If you are running late to practice, you must call the gym.
 - If you choose not to attend practice the week before a competition, you may be removed from that competition and replaced.
- Attend competitions, performances, activities, fundraisers, and community events as per the schedule determined by the Coaches/Director(s). Travel competitions may require reporting the day before the competition.
- Wear the required uniform, hairstyle, and makeup on practice and event days.
- Be present to support fellow teammates during their performances at competitions.
- Attend scheduled Choreography camps/practices.
- Promote friendship, support, encourage, and RESPECT all team members.
- Understand fully the commitment of being on the competitive team for the entire year
- Remain unified as a team during events, performances, exhibitions, competitions, etc., home and away, in order to promote spirit, and positively represent the Unique Sports Academy All-Star Cheer Program.
- Set an example of good behavior at all times (whether in uniform or not) in class, school, home, and at all functions, whether performing or not. "Champions Live Differently"!
- Treat all athletes from opposing teams with respect.

Unique Sports Academy is committed to promoting a healthy lifestyle for all of its participants. Conduct contrary to this philosophy and/or conduct which poses unacceptable risk and disregard for the health, safety, and welfare of the participants may result in dismissal from the program (e.g. use of illegal narcotics, alcohol, abusive language, etc.).

PARENT EXPECTATIONS

Being a parent in Cheer Extreme-Maryland's All-Star Cheer program can be an amazing experience. Help us make your child's experience just as amazing by supporting both your child, and the program, with a positive example for your child to follow. In addition to encouraging our expectations of your child, we also ask that you agree to the following:

- Good sportsmanship is mandatory at all competitions, practices, and gym functions.
- Do not try to get your child's attention on the floor during practice or warm ups.

- Parents and coaches are not to discuss any athlete unless it regards that parent's child.
- Parents are always welcome and encouraged to attend events, but are expected to
 attend as spectators and not extra coaches or commentators. The coaches or Director
 will have sole communication with the competition officials. Parents are not permitted
 to contact officials directly. If you have a concern, please discuss it with your coach or
 the Director only.
- Help us teach the importance of commitment, follow through, and dedication to your children. Please help your child be organized and time efficient. Missed practices due to oversleeping, procrastination on homework, a job or non-cheer related activity, will not be accepted as an excused absence.
- Show respect for the coaching staff, other teams, and hosting organizations. There should be no drug or alcohol consumption while traveling with the team.
- It is ultimately a parent's responsibility to financially support the activities that they choose to allow their children to participate in. Parents must understand that it is their responsibility to follow through with the financial obligations associated with tuition and other fees. Should you fall behind or fail to make the necessary payments, your child's involvement in the cheer program may be jeopardized or even terminated at the Director's discretion without refunds or reimbursements.
- All transportation to and accommodations at events will be the sole responsibility of each family. We will do our best to get information to you in a timely fashion; however, if for any reason a competition is cancelled or rescheduled, Unique Sports Academy will not be responsible for any travel reimbursements.
- Attend parent meetings.

SOCIAL MEDIA

Social media can be a useful tool to communicate with teammates, fans, friends, coaches, and more. Social media can also be dangerous if you are not careful. Every picture, link, quote, tweet, status, or post that you or your friends put online is forever part of your digital footprint. You never know when that will come back to hurt or help your reputation during the recruiting process, a new job, or other important areas of your life.

Parents and Athletes agree as follows:

- I will take responsibility for their online profile, including posts and any photos, videos or other recordings posted by others in which I/my child appear.
- I will not degrade opponents before, during or after competitions and or events.
- I will post only positive things about my/my child's teammates, coaches, opponents, and other athletes and/or coaches/staff in my gym facility.
- I will use social media to purposefully promote abilities, team, and community social values.
- I will consider "is this the me I want you to see?" before I post anything online.
- I will ignore any negative comments not retaliate. I can go to my coach or support staff to seek support or help with any issue.
- If I see a teammate post something potentially negative online, I will have a conversation with that teammate. If I do not feel comfortable doing so, I will talk to my coach.

• I am aware that I represent my sport(s), gym, team, family and community at all times, and will do so in a positive manner.

ATTENDANCE POLICY

Competitive Cheerleading is a team sport. Attendance at practices is crucial to the success of the team. Athletes are allowed 3 unexcused absences. Additional unexcused absences may be grounds for dismissal from the program. All summer absences due to family vacation/visitations must be submitted in advance to your Team Representative. No absences will be tolerated for mandatory camps or events. Athletes are permitted to participate in other sports but cannot miss All-Star cheer practices or events.

Excused absences include, but are not limited to:

- Death in the family
- School related function that reflects a grade
- Contagious illness with a doctor's note

Unexcused absences include, but are not limited to:

- Jobs
- Sickness, cramps
- Social events
- School projects, homework, tests
- High school sports practices or events
- · Traffic or long distance

TRAVEL TEAMS

All athletes on travel teams are expected to represent the program with the same respect as at home. In addition:

- Athletes MUST stay with a parent, guardian or designated chaperone.
- Parents are responsible for the athlete's transportation to/from the event. Travel itineraries must be given to the Team Representative prior to departure.
- The use of drugs, tobacco, alcohol and abusive language is prohibited. This behavior will result in immediate dismissal from the program.
- All athletes are required to arrive at away competitions no later than 4:00pm on Fridays.
- Hotel Block information will be provided for parents.
- Some national competitions have implemented a Stay to Play Policy which requires all athletes, coaches and spectators to make room reservations through Connections Housing. Teams and/or individuals that don't abide by this policy will be ineligible to participate. Families and coaches will be REQUIRED to book hotel reservations in this manner. We will let you know which events this applies to.

UNIFORMS AND PRACTICE WEAR

Uniforms and practice wear are required for all athletes at an additional cost, to be determined. Uniform and practice wear payment in full will be due at the time of fitting. Fittings will be scheduled over the summer. Payments and/or deposits for uniforms and practice wear are non-refundable.

CONFIDENTIALITY

Unique Sports Academy aims to provide the best and most unique choreography in the area. By joining the All-Star program all members and parents agree to keep all Unique Sports Academy related material (written or intangible) confidential. In addition to our fees, this agreement is an integral part of the consideration received in exchange for our services, and includes but is not necessarily limited to dance routines, stunts or pyramid sequences, tumbling passes, and similar maneuvers. This is our artistry, and it is subject to the same legal protections as other forms of art. As you know, no one can legally copy a movie, painting, or CD without the artist's permission. Likewise, no one can copy our work without our permission. Please do not teach or share choreography, stunts, dance routines, or other material of any kind with your school cheer team or friends. This requirement is critical to our success in a very competitive field. Any violation can result in immediate dismissal from our program without refunds or reimbursements.

TUITION AND FEE GUIDELINES

Tuition – All Team parents are responsible to pay Universal Sports and Academics tuition on the **first day of each month**. If payment is not received by the 5th of the month, a **\$35** late fee will be assessed. If tuition is still not received by the 10th day of the month, your child(ren) will be asked to sit out and a replacement will learn the position. If you have an outstanding balance after 30 days, your child(ren) will not be allowed to participate in any Unique Sports Academy activity until all financial obligations are current.

Prorating due to severe injury or illness is up to the discretion of the Director and must be applied for in writing accompanied by a doctor's note. Prorating due to vacation or excessive absences is not permitted, **no exception**.

For your convenience, the gym has implemented an auto-pay program. Should you elect to make the monthly payments with this method, you will receive a 5% discount on tuition. This will also prevent any late payment fees. The gym also offers a sibling discount of 10% off tuition for the second child and 15% off tuition for the third and subsequent children.

For a returned check there will be a \$35 fee added to your account. Checks will no longer be accepted after a second returned check.

Registration, USASF membership, choreography, music and other fees and due dates will be outlined in a payment schedule.

Competition Fees – These fees cover athlete entry fees, coaches' fees and coaches' travel expenses. All competition fees are NON-REFUNDABLE.

FUNDRAISERS

Optional Fundraisers

Fundraisers are available to Unique Sports Academy members who wish to participate but are not required to maintain status as a member.

- Sales Fundraisers (product sales)
- In general, 10% of profit goes to Universal Sports and Academics, and 90% is split among the fundraising participants.
- All fundraising distributions will be at the discretion of Universal Sports & Academics in order to maintain its exempt status.
- Fundraising funds are applied to competition fees first, then tuition and other fees.

Yes, you can fundraise and funds will be credited to your account, but under IRS law, in order for Universal Sports and Academics to retain its 501(c)(3) non-profit, tax exempt status, parents are not allowed to fundraise solely for their own athlete. It is important to remember that Universal Sports and Academics cannot benefit individual athletes. This is why a member fundraises on behalf of Universal Sports and Academics and not for themselves or any particular athlete. When an athlete or parent fundraises, the earnings belong to Universal Sports and Academics and are distributed to Unique Sports Academy members in accordance with the federal laws with respect to non-profit, charitable organizations (including Internal Revenue Code Section 501).

PRIVATE LESSONS

Private lessons may be scheduled with any Unique Sports Academy coach for an additional fee. Prices are set by the gym, not the coaches. All athletes taking private lessons **must be current on all financial obligations**. Private lessons will only be held during normal operating hours. At all times the normally scheduled classes and events in the gym take priority over any private lessons.

PARENT MEETINGS

It is strongly encouraged the parents attend these meetings to ensure a clear understanding of gym events, processes, and news. If possible, these meetings will normally be held at multiple times for your convenience. Adequate notice will be provided through Team Representative.

COMMUNICATION

If you would like to speak with the Director about a concern, please call ahead of time to arrange a meeting with them before or after a practice. Talking to a coach during practice time is unfair to the athletes.

- Email is the most effective way to communicate between the coaches, management and gymnast families. Information like account invoices, meet schedules and other gym activities will be emailed. Please inform us immediately of any changes to your email address.
- Team Representatives will be assigned to each team. These are volunteer liaisons between the gym owner, coaches and the parents. They are responsible for sending and collecting information.

PAYMENT POLICIES

- 1. Tuition is due on the 1st of the month.
- 2. If tuition is not paid, a late fee of \$35 will be applied on the 6th of the month.
- 3. If tuition is not paid by the 10th of the month, child cannot practice or compete until paid.
- 4. Statements and phone calls are sent as a courtesy. Payment schedules are supplied at the beginning of the season and it is your responsibility to make your payments on time and in full.
- 5. If splitting tuition (1st & 15th), payment must start the previous month on the 15th. If a different payment date is set up, partial payment must start the previous month.
- 6. Competition fees are due at the time chosen from payment plan options. If competition fee is not paid on time, a late fee will be applied.
- 7. If a payment plan is approved but not kept up, the entire balance will be due immediately.
- 8. If account is 60 days past due, it will be sent to our collection agency.
- 9. Auto-pay is run on the 1st of the month for tuition. Any other charges that you would like to have charged with auto-pay, must be submitted in writing.

In the event of non-payment of any account that is thirty (30) days or older, and the account is referred to an attorney for collection, the parent(s)/guardian(s) agree to pay twenty percent (20%) of said overdue balance as a contribution for attorney's fees, in addition to the overdue balance and court costs if suit is filed.

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UNIQUE SPORTS ACADEMY ALL-STAR CHEERLEADING 2017-2018 CONTRACT ACKNOWLEDGEMENT

I have received and read the Unique Sports Academy/CEA Maryland All-Star Cheerleading Contract. I fully understand this document is a contract between me and Unique Sports Academy. By signing below, I acknowledge that I will adhere to all of Unique Sports Academy's rules and regulations as stated in the Unique Sports Academy All-Star Cheerleading Contract. I also fully understand that if any of the rules are violated by any of my family members, the result could lead to my child's immediate removal from the program.

PERMISSION STATEMENT & RELEASE My child has my permission to participate at Unique Sports Academy. I confirm my child is in good health. I am also fully aware of and appreciate the risk of participating in any activity on the premises of Unique Sports Academy including personal damages and losses; accidental injuries, minor or serious, including head and neck injury; and loss of life. I hereby give my permission for Unique Sports Academy officials to call a doctor and/or paramedics for treatment in the event of an emergency. I further agree not to hold any Unique Sports Academy official or staff member responsible for any possible illness, accident or injury which may occur in training, class or on Unique Sports Academy premises.

I do hereby verify that I fully understand and accept the above statements and the guidelines set forth in this contract. Upon signing, I give my permission to Unique Sports Academy for photographs or video tapes to be taken for the purpose of, and use in, publications, promotions, and/or for other reasons that could expose a recognizable member of my family to the public.

Athlete Name
Athlete Signature
If under the age of 18 Both Parent Signatures Required
Father/Guardian Name
Father/Guardian Signature
Mother/Guardian 2 Name
Mother/Guardian 2 Signature
Date