



League Participation Affiliate Agreement
New Teams (Registration NLT January 15, 2020)

Team Name (Please Print) _____ General Manager (Please Print) _____

This League Participation Agreement (“Agreement”) is by and between the Undersigned Football Club (hereinafter “Affiliated Team(s)”) and the New England Youth Tackle Football Inc (hereinafter “NEYT”). In consideration of the Affiliated Team(s)’ agreement to be bound by the terms of this League Participation Agreement and the NEYT rules and regulations, the undersigned Team hereby agrees to participate in the NEYT’s 2021 Spring Football season (Dates Spanning January 1, 2021 – July 1, 2021) upon the terms and conditions contained in this Agreement:

I- SCHEDULE LEASE AGREEMENT: NEYT requires this lease agreement from all teams for time and space, as available on game schedule. This lease is renewable on a yearly basis and at the discretion of the NEYT executive Board of Directors, who retain the rights to all final decisions. The lease fee will be determined by the officers of the NEYT before the start of each season, based on the number of teams in the league that season and the budget of the league for that season. This lease is subject to any and all laws, bylaws, rules and regulations or other affecting contingencies found within the written rules, regulations and bylaws as provided by NEYT.

1. The Affiliated Team(s) agrees that it will adhere to all NEYT rules and regulations, including, but not limited to, the payment of the NEYT 2021 annual dues in the amount of \$3,000 for one Franchise with levels 10u, 12u, 14u. 8u level is optional at no additional cost.
2. The Affiliated Team(s) also understands and agrees that there is an insurance fee of Seven Hundred and Fifty Dollars (**\$750.00**) for each organization (up to 4 levels). The Affiliated Team(s) agrees to make this payment to NEYT on or before February 15, 2021.
3. The Affiliated Team(s) understands and agrees that the annual dues and insurance costs are non-refundable. Any fees associated with non-payment are the sole responsibility of the institution/signee.
4. The Affiliated Team(s) also agrees that it will submit a **\$500.00 performance bond** to the NEYT simultaneous with the submission of this signed Agreement to the NEYT. This balance of the team (s) performance bond will be returned to the team in full at the conclusion of the 2021 season. Provided the team has not forfeited any of its NEYT conference games. (See NEYT Rule Book) the performance bond will be returned in full.
5. The Affiliated Team(s) further understands and agrees that it is responsible for ensuring that all team players individually complete the NEYT Player Registration and agrees to submit a signed academic report card and Birth Certificate or similar approve identification for all team players to NEYT prior to participating in any NEYT sanctioned football games. For the 2021 season, the player certification process will be control by NATIONAL SPORTS ID.
6. The Affiliated Team(s) further understands and agrees that it is responsible for ensuring that Coaches and all other volunteers properly meet NEYT requirements for Heads Up and Concussion training and properly are background checked in accordance to NEYT standards.
7. The Affiliated Team(s) further understands and agrees that it is responsible for ensuring that all team players including coaches and volunteers are registered online as outlined by NEYT. Any/All must be registered according the NEYT requirements prior to participating in any NEYT sanctioned football games.
8. Affiliated Team(s) further understands it is responsible for providing equipment such as helmets and shoulder pads, footballs or other field or play equipment to participants and coaches. NEYT will not be providing any such equipment as it is the responsibility of the affiliate team.
9. Affiliated Team(s) further understands that it is responsible for obtaining all practice and game fields. Further the affiliate team agrees to host a minimum of three home games during our season.
10. Affiliated Team(s) understand that NEYT will team up with a Partner to assign game day referees / officials. During home games, the Home team is responsible for all referees / officials fee. Should you have any issues in regards to payment of officials, please notify NEYT prior to the schedule game.

Initials: _____



II- NEYT RESPONSIBILITIES: NEYT hereby agrees to provide the following benefits and services to the Team throughout the term of the NEYT 2021 season:

1. Official recognition as a member of the NEYT Football Association;
2. Scheduling of a regular season conference schedule of games;
3. Opportunity to compete for the right to participate in NEYT Postseason play;
4. Background check management and administration;
5. Participation in the Official NEYT Fundraising Programs;
6. Team coverage under an NEYT premium general liability insurance policy;
7. Participation in the benefits of all Official NEYT Sponsorship programs.
8. Opportunity to obtain Official NEYT Consultation on club football program management issues;
9. One voting position for the General Manager on the NEYT Spring season 2021 Advisory Board;
10. Provide Insurance protection to organizations whom opt in, for participating athletes as COMPREHENSIVE COVERAGE & COMMERCIAL GENERAL LIABILITY under NEYT's Insurance Policy.

III- TERMINATION OF THIS AGREEMENT: The Affiliated Team(s) agrees that NEYT reserves the right to terminate this agreement if said Affiliated Team(s) is found in violation of any laws, bylaws, rules and regulations that directly affects the NEYT organization. If the Affiliated Team(s) terminates this agreement, the Affiliated Team(s) forfeit any monies paid to the organization.

IV- INDEMNIFICATION/HOLD HARMLESS: Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

V- NON-DISPARAGEMENT: Both Parties agrees that neither parties shall not (i) make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the other party's business or any of its affiliates (collectively, the "Business Goodwill") or (ii) commit any other action that could likely injure, hinder or interfere with the Business, Business relationships or Corporation Goodwill of the Corporation or its affiliates. Each party hereby represents and warrants that, prior to the Effective Date of this Agreement, the neither party have not committed any of the foregoing actions described in this Section.

VI- MODIFICATION OF AGREEMENT: Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

VII- NOTICE: All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

1. Franchise Name _____ Employer Identification Number (EIN) _____
 St. Address. _____, City or Town _____, State _____ Zip _____
 Telephone _____, Email _____ Team Facebook _____

2. New England Youth Tackle Football, Inc.
 679 Western Avenue, Suite 2
 Lynn, MA 01905

Or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Initials: _____



VIII- MEDIATION/ CHOICE OF LAWS / JURISDICTION: The parties agree that any disputes that may arise as a result of this Agreement or the provision of products or services as a result of this Agreement will first be attempted to be resolved through discussion between the parties. If the dispute cannot be resolved on terms satisfactory to both parties, the parties shall in good faith enter into mediation to resolve the dispute. The parties would hire a neutral mediator, agreed upon, to attempt to resolve the matter. Upon failure to mediate any such disputes in good faith, the parties may resolve the dispute through any other legal means available, including arbitration or litigation without requirement of a specific legal forum. The laws of the Commonwealth of Massachusetts shall govern the validity, construction and effect of this Agreement. All mediations, arbitrations or lawsuits arising out of this agreement, wherever derived, shall be resolved in Essex County, in the Commonwealth of Massachusetts. Alternatively, Suffolk County, Massachusetts in the event that Essex County is not feasible. Each party would pay for 50% of the mediation or arbitration fees and costs.

IX ENTIRE AGREEMENT: It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement and attached as Exhibits to this contract.

X GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XI SEVERABILITY: If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

XII TITLES/HEADINGS: Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

THIS IS A LEGALLY BINDING CONTRACT, I/WE HAD THE OPPORTUNITY TO READ AND REVIEW THIS AGREEMENT AND SEEK LEGAL COUNSEL TO ADVISE ON THE TERMS AND CONDITIONS OF THIS CONTRACT. BY SIGNING BELOW, I/WE, THE ABOVE-NAMED PARTIES, AGREE THAT WE HAVE READ, REVIEWED AND UNDERSTOOD ALL THE TERMS AND CONDITIONS OF THE FORGOING CONSULTING AGREEMENT; AND I/WE HAVE SIGNED IT AS OUR FREE ACT AND DEED.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 2020.

Affiliated Team(s) Authorized Agent (Sign)

Affiliated Team(s) Authorized Agent (Print)

NEYT Authorized Agent (Sign)

NEYT Authorized Agent (Print)

Notary Public (sign)



EXHIBIT A

FEE SCHEDULE

Amount of Teams: 8U: _____ 10U: _____ 12U: _____ 14U: _____

6U Flag: _____ 16u 7v7: _____ 16U Girls Tackle: _____

Total Teams: _____ (Minimum of 3 (10u, 12U 14U) = Total Team Fee \$3,000.00

Team Fee	\$3,000.00	<input checked="" type="checkbox"/>	
Performance Bond: \$500.00 per Franchise	\$ 500.00	<input checked="" type="checkbox"/>	
Insurance cost (\$750 per organization up to 4 levels each)	\$ 750.00	<input type="checkbox"/>	Decline _____
<i>To decline insurance, please provide insurance binder listing NEYT</i>			
Extra teams	\$1,500.00	<input type="checkbox"/>	Decline _____

Total due to NEYT _____

Payment Due Date(s):

- | | |
|--|--------------------------|
| 1. January 15 th | \$1,000.00 |
| 2. February 15 th | \$ 750.00 |
| 3. February 15 th (Insurance) | \$ 750.00 |
| 4. March 1 st | \$1,250.00 |
| 5. April 15 th (Performance bond) | \$ 500.00 |
| Total Affiliate fee | <u>\$4,250.00</u> |

AGREED TO AND ACCEPTED BY:

 Team Name (Please Print) Team President (Signature) Dated

 Faculty Representative (Signature) Dated President (Signature) Dated

New England Youth Tackle Football Inc. EIN/TAX ID: 82-2900363

 President Name (Please Print) President (Signature) Dated

NEW ENGLAND FOOTBALL LEAGUE RULES AND REGULATIONS AGREEMENT

The NEYT. Club, known as _____ (Team Name) has received a complete copy of the NEYT. Rules, Regulations, Bylaws and Code of Ethics. These documents have been read and accepted by our Club and we agree to all the terms and conditions of said documents.

 General Manager (PRITN) General Manager (SIGN)