

**SIGS PARENT ASSOCIATION, INC.  
PARENT CONTRACT  
COMPETITIVE YEAR JUNE 1, 2008 - MAY 31, 2009**

This Contract is made this \_\_\_\_ day of \_\_\_\_ 2008 by and between SIGS Parent Association, Inc. ("SIGS PA") and \_\_\_\_\_, ("Member"), parent/guardian of: \_\_\_\_\_, a level \_\_\_\_ gymnast on the SIGS Gymnastics team ("Team"), \_\_\_\_\_, a level \_\_\_\_ gymnast on the SIGS Gymnastics team, \_\_\_\_\_, a level \_\_\_\_ gymnast on the SIGS Gymnastics team \_\_\_\_\_, a level \_\_\_\_ gymnast on the SIGS Gymnastics team.

SIGS PA's purpose is to raise funds to support the SIGS Gymnastics Teams. Membership on the SIGS Gymnastics Team, levels 1 through elite, ("Team") requires that the gymnast's parent(s)/guardians be a "Member" of the SIGS PA. Whereas, in order to be a member in good standing of the SIGS PA, the Member has agreed to be responsible for the payment of certain fundraising requirements, annual fees, session requirements, and committee work. Now, therefore, in consideration of the Member's making the following payments to the SIGS PA, and the Member's performing the other obligations set forth herein, the Member shall be considered a Member in good standing of the SIGS PA.

**I. TERM OF THIS CONTRACT:**

- a. For Members on record with the SIGS PA on May 31, 2008, the term of this Contract is June 1, 2008 to May 31, 2009, regardless of the date this Contract is signed.
- b. For a new Member whose gymnast joins the team after June 1, the term of this Contract is \_\_\_\_\_ to May 31, 2009.

**II. ANNUAL FEES/FUNDRAISING REQUIREMENT:**

- a. Member agrees to pay or earn an annual Fundraising Requirement in the amount outlined in **APPENDIX I** per gymnast based on Team and Level assignment. To the extent possible, fundraising is utilized to pay expenses incurred by the SIGS PA for the competitive year. If Member has more than one gymnast on the Team, the fundraising requirement shall be 100% of the annual total for the first gymnast and 100% of the annual total for the each additional gymnast.
- b. The SIGS PA will conduct various fundraisers throughout the term of the Contract to provide Members an opportunity to raise their fee requirement. The fee requirement may be met by participating in fundraising activities, and/or by direct payment in cash or check to the SIGS PA.
- c. If member raised funds in excess of the total annual amount due, One Hundred percent (100%) of the excess funds are carried over to the following competitive year. **However, in no event shall fundraising monies be refundable or transferable to another member.**
- d. If Member has not met their fundraising requirement, Member agrees to pay the difference in cash or check within fifteen (15) days of billing by the SIGS PA. Failure to pay will result in late fees of \$25.00 every fifteen (15) days. See XI Compliance, d.

**III. ANNUAL Payment Schedule:**

<b>10% by July 31, 2008</b>	<b>30% by September 1, 2008</b>
<b>30% by December 1, 2008</b>	<b>30% by February 1, 2009</b>

**IV. Prorated Annual Fee Payment Schedule:**

- a. Those gymnasts who join the program after June 1 will be charged the Full Amount of "Program Cost" according to the payment schedules for their particular level unless they join after the designated mid-point date of December 1st. Those gymnasts who join after that date will be charged a prorated amount based on an agreed amount (per level) for remaining meets/events of the current competitive season. If a gymnast joins the program after all meets have occurred, the gymnast family will be a New Member the following fiscal year.
- b. If gymnast leaves the Team prior to May 31, 2009, the Annual Fee (as set forth in paragraph III) must be current through the billing period during which the gymnast leaves the Team. Failure to pay will result in fines and fees associated with collection, including attorney's fees.

**V. OTHER TEAM-RELATED EXPENSES:**

Member agrees to pay for other team-related expenses such as team leotards, warm-up suits, choreography and music.

**VI. INTERPRETATION OF THE CONTRACT:**

Any requests for an explanation of his/her obligation under the terms of this Contract MUST BE IN WRITING, and the Member may rely only on information provided IN WRITING by a Member of the Executive Board of the SIGS PA, that is, the President, Vice President(s), Secretary, or Treasurer.

**VII. BILLING NOTIFICATION BY BOARD:**

After a member has become delinquent thirty days or more in his or her fee obligation, SIGS PA will send a reminder billing to the member by certified mail, indicating that the account must be brought current within fifteen days. If the member has not brought his or her account current within fifteen days of his or her receipt of the notification, the member will forfeit Active Member Status as outlined in the SIGS Parent Association, Inc. Contract. However, no gymnast shall be permitted to participate in any meet if the SIGS PA member parents are delinquent in their fee requirement at the time of the meet, with or without billing notification.

**VIII. COMPLIANCE:**

- a. Member agrees to keep current all fee requirements and annual fee payments.
- b. Member agrees to pay in full amounts billed within fifteen (15) calendar days of billing in accordance with Paragraphs II, III, IV, and/or VI.
- c. If SIGS PA has not received payment by the date set forth in a payment notice, Member and the SIGS Team Director will be notified of the delinquency in writing by a member of the executive board. Ten days after SIGS PA written notice to the member of the delinquent fees, if the fee requirement remains delinquent, Gymnast shall not be allowed to participate in any team activity, practice, competition, or travel.
- d. In instances of need, the Member may petition the Board of Directors for assistance. However, it always is the Member's responsibility to notify the President of the Board of Directors in writing concerning any inability timely to pay the fees required by this Contract. A request for an extended time of any payment or service required by the Contract will be reviewed by the Board of Directors, and a written decision will be rendered by the Board on request. A quarterly application for grant money will be offered to those who demonstrate need.

**IX. TERMINATION:**

This Contract may be terminated by either party by written notice thirty (30) days prior to the date of termination. Should Member terminate the contract, the termination shall be by written notice to the SIGS PA addressed to the President of The Board of Directors. Upon termination, the Member shall be responsible for all outstanding fees then due. Those fees shall be paid by check or in cash within fifteen (15) days after final billing by SIGS Parent Association, Inc. Failure to pay fees within fifteen (15) days will result in assessment of late fees, collections costs, including court costs and attorney's fees.

**X. COLLECTION**

In the event Member defaults under any provision of this agreement, Member agrees to pay all necessary costs of collection, including assessed late fees, court costs and expenses, expenses for certified mailing and attorney's fees, in addition to any fees due under the agreement.

**X. HOLD HARMLESS AGREEMENT**

Neither Member nor the directors or officers of the SIGS Parent Association, Inc. shall be personally liable to any of the Members for any mistake of judgment or fact or any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or actual fraud. The Member shall indemnify and hold harmless each of the directors and officers of the SIGS PA and their respective heirs, executors, administrators, personal representatives, successors and assigns, for acts or omissions of any nature whatsoever while acting in their official capacity and otherwise in accordance with the Articles and/or Bylaws of the SIGS PA.

THIS IS A BINDING CONTRACT BETWEEN THE PARTIES, THE CONDITIONS AND AGREEMENTS ARE ENFORCEABLE IN THE PROPER COURTS, AND ALL MONETARY TERMS ARE COLLECTABLE WHEN DUE.

**Signed (signed by both Parents if more than one household)**

\_\_\_\_\_ MEMBER \_\_\_\_\_ DATE

\_\_\_\_\_ MEMBER \_\_\_\_\_ DATE