Florida Pokers 11770 Saint Andrews Place Wellington, FL 33414 954-235-0721



Ryan Combs Owner and General Manager

2023 Player Contract Agreement

I _______on this Date_______agree to terms that are set forth and listed below in the Articles of this Contract Agreement with the Florida Pokers. This Contract is made and entered into by and between the Florida Pokers, hereinafter referred to as the "FP", and the above-named person, hereinafter referred to as the "PLAYER". The South Florida Collegiate Baseball League is listed in this document as the "SFCBL".

A. <u>RELEASE OF LIABILTY</u>

1. I THE "PLAYER" OR GUARDIAN HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE "FP", "SFCBL" AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE "FP" and "SFCBL" EVENTS AND OR ACTIVITIES.

B. PAYMENT and DOCUMENTS

- 1. Payment Schedule is outlined in Section D Financial Agreement.
- 2. All Forms listed in Section C Documents are to be completed and returned to the "FP" upon execution of the contract document.

C. DOCUMENTS

- 1. Contract
- 2. Letter of Commitment
- 3. Code of Conduct
- 4. Harassment Policy
- 5. Health and Safety Policy
- 6. Information Sheet

D. FINANCIAL AGREEMENT

- 1. "PLAYER" Fee of \$1200 for position and two-way players and \$1100 for pitchers; which includes a non-refundable "PLAYER" Deposit in the amount of \$600.00, which shall be paid upon signing this contract document.
- 2. The remaining balance is due on or before January 1, 2023.
- 3. If you require housing the payment is due on or before May 15, 2022. The "PLAYER" will also pay a \$50 dollar cash payment at orientation for room cleaning after check-out. The Terms are listed in Section E Housing.
- 4. Payments can be made by using Zelle, Paypal or by mailing a check or money order to: Florida Pokers Baseball, 11770 Saint Andrews Place, apt. 203, Wellington, FL 33414
- 5. Failure to follow the terms listed in this section will result in the termination of this agreement and will void this agreement with no refund. The "PLAYER" will be removed from the "FP" roster at that time, unless an agreement has been made with the "FP" management for payment options.

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E. <u>"PLAYER" HOUSING</u>

- 1. The "SFCBL" has a service agreement for "Group/Block Room Rates" with the Marriott Springhill and Town Place Suites in Boca Raton, Florida.
- 2. This service agreement provides the "PLAYER" housing for 3 players per room from June 1, 2023 until the completion of the "FP" season.
- 3. At orientation you will be assigned a room and roommates. Rooms are not transferable and the "PLAYER" is required to follow hotel procedures.
- 4. The "FP" is not responsible for any addition charges such as and not limited to; enhance Wi-Fi, pay for view programs and any associated expenses over the room rate.
- 5. Violation of the hotel, "SFCBL" and "FP" policies and procedures will result in the "PLAYER" being removed from the hotel with no refund.

F. <u>"PLAYER" RESPONSIBILITIES</u>

- 1. By signing this Contract, the "PLAYER" agrees to continue with the team until the end of the "FP" 2023 season, this includes post season play.
- 2. Home and Away Jerseys, Hats and bags will be provided by the "FP". The "PLAYER" is responsible for White and Grey Baseball Pants and belt. The "PLAYER" will provide his own baseball equipment.
- 3. The "PLAYER" will report as directed by the "FP" on or about June 1, 2023
- 4. Failure to report without notification to the "FP" management will be subject for the "PLAYER" to be dismissed from the "FP".
- 5. The "FP" management reserves the right to trade the "PLAYER" to another team within the "SFCBL".

G. <u>REFUND POLICY</u>

- 1. The "PLAYER" will be refunded only for injuries under the following terms; if they provide proof of injury on or before May 15, 2023.
- 2. Definition: The "PLAYER" will provide to the "FP" written proof of injury, in letter form, from their physician that the injury prohibits him from participating in **ANY BASEBALL RELATED ACTIVITY** from June 1, through July 31, 2023.
- 3. Approved refunds will be issued between August 15, 2023 to September 15, 2023.
- 4. The "PLAYER" deposit is strictly non-refundable.
- 5. Housing is non-refundable as rooms are purchased under a Group/Block Rate.
- 6. Non injury refunds will "only be" considered in the event that the "SFCBL" Season is totally canceled.

H. BEFORE SIGNING - CHECK ONE

- 1. I certify that I have played for another "SFCBL" Team ______ and have been released from said team after the season, returned all equipment that I was issued and have no obligations with said team.
- 2. \Box I certify that I haven't played for a "SFCBL" team in previous years.

I. <u>PHOTO/IMAGE RELEASE</u>

1. I hereby grant permission to the "FP" and the "SFCBL" to the rights of my image taken during the 2023 season, in any video or still without payment or any other consideration. In addition, I waive any right to royalties or other compensation arising or related to its use.

J. SIGNATURE (S) AGREEMENT

1. I have read this Contract Agreement and fully understand its terms and conditions set forth in its contents. I certify that I am Eighteen (18) Years of age or older, I have given-up substantial rights by signing it, and sign it freely and voluntarily without any inducement. Parent or Guardian's signature required if the "Player" is under Eighteen (18).

"PLAYER"	Date
Parent or Guardian	Date
"FP" Management Signature	Date