

**Cheer St. Louis
Contract**



2020/2021

International Team

Financial Agreement

Program cost is available in the current 2020-2021 Team Packet. Nine equal installments will be paid annually. All team athletes will be required to register for auto-draft payments through the Jackrabbit Software Program. Payments will be made July-March. There will be a double payment in January. This payment is the program commitment fee. While at Cheer St. Louis, we understand that our program may not fit your family's needs, we ask you to make the commitment to the cheer season by September 1st. This is to ensure the quality and progression of the teams. All those who finish the season with Cheer St. Louis will in return, not pay an April payment. The auto-draft schedule is listed below for your convenience.

<u>Payment Due Date</u>	<u>Elite & Prep</u>
July 30th *Not Auto Paid	1st Installment and Start Up Fee
August 15th, 2020	Uniform Fee
September 15th, 2020	2nd Installment
October 15th, 2020	Program Commitment Fee
November 15th, 2020	4th Installment
December 15th, 2020	5th Installment
January 4th, 2020	6th Installment
January 15th, 2021	7th Installment
February 15th, 2021	8th Installment
March 15th, 2021	9th Installment

Other Fee Due Dates

Annual Registration: Due prior to the first practice, or anniversary date of joining Cheer St. Louis. Annual gym fees are posted to your account on the 1st of the month and auto paid on the 15th, based on the month you joined the gym. Annual registration is \$40 per year for the first athlete and \$15 additional per sibling.

End of season events, including but not limited to, US Finals, The Cheerleading Worlds and The Summit require additional fees. These fees will be communicated when applicable and follow all payment rules and policies.

Payment Rules and Policies

All fees are nonrefundable. Declined credit cards will be assessed a \$35 late fee at the time the card declines. Late payments and returned checks will also incur a \$35 fee per transaction. Past due accounts will be given 72 hours to be brought into good standing, after 72 hours the athlete will not be able to participate. Absences due to non-payment are counted as absences in our attendance policy and are unexcused.

A valid credit card is required on file.

Fees, including tuition, are not prorated for any reason, including but not limited to, nonattendance, nonparticipation, removal from the program, completion of practice, cancelled practices or events of any kind.

Accounts with excessive credit card declines (more than 3 times per season) will incur an additional \$50 fee each month. Arrangements for tuition fees must be made in writing, via email, 24 hours prior to the auto-pay date listed in the payment schedule. Send your email to Tara@cheerstlouis.com and remember this can only be done 3 times throughout the season.

Drop Fee – Any athlete that drops from the program forfeits any right to unused items such as uniforms, apparel, etc. In the event an athlete does receive their unused items after dropping the program, no accommodations will be made for sizing or swapping of items.

Elite: Any athlete dropping from any Cheer St. Louis elite teams after September 1, 2020, and prior to May 15, 2021, will be charged a drop fee of \$150. This fee will be automatically drawn from the card on file at the time we are notified of the drop. Should an athlete drop prior to the auto-pay date, the current month's installment and fees, as well as the quit fee, will be drafted from the account.

Team Additional Fees

Team additional fees are those fees that pay for choreography, competition entry fees, music, coaches expenses, the end of season banquet and more. Cheer St. Louis does not break down these fees for billing or any other purpose. Team additional fees are budgeted in March, prior to the season starting. If the team additional fees exceeds the amount collected, customers are not billed the balance. This is in an effort to provide the best customer service and budget

billing possible. In return, customers will not be credited team additional fees for things such as staffing at a competition, additional team training, resources, etc.

In the event a traditional competition schedule is not able to be carried out, Cheer St. Louis may adjust fees, rules, and policies accordingly. Cheer St. Louis will make every effort to provide the best experience for its athletes to train and experience the sport of competitive cheerleading. This includes but is not limited to virtual events, adjusting competition schedules when necessary, and other creative nontraditional experiences.

In the event a competition is cancelled by the event producer and the registration fees are credited to Cheer St. Louis, adjustments will be made. These funds may be transferred to another event, credited to customer accounts or refunded. The handling of these fees will be determined based on the team needs, time of the season, event producer policies, and current health recommendations.

In the event cheerleading competitions are not being held at all and Cheer St. Louis is unable to register for events, customer accounts will be credited or refunded.

Each individual situation will be handled with the safety of our athletes being the first priority. Each situation will be worked through based on the facts and information we have.

Expectations, Guidelines and Rules

Attendance and Participation Policy

Cheer St. Louis takes pride in being very organized with practices, events and schedules. All practices, events and schedules will be communicated well ahead of time. We cannot rearrange practices or make accommodations for athlete schedules. Athletes are expected to attend all practices and events. Our goal is to be able to keep extra practices or last-minute workouts to a minimum because of our strict attendance policy. Please read and understand the attendance policy. Failure to adhere to this policy may be subject to suspension or removal from program, team, practice and/or competition. We expect Cheer St. Louis to be a top priority and 100% attendance.

August 1st-May 1st: Athletes will be allowed to miss a maximum of 3 practices.

Sick Policy: **If your athlete is contagious, please keep them home.** If your athlete misses practice and submits a doctor's note stating they were contagious and unable to attend, within 1 week of returning to practice this absence will not count in the number allowed for the

season. Doctor notes from the school nurse or chiropractor will not be accepted. Athletes must be fever free for 24 hours without fever-reducing medication to return to the gym. All athletes, spectators, and those who enter the gym, including attending gym events are subject to temperature checks. Only customers with temperatures under 100.0 will be allowed in the building or to attend gym events.

Anytime an athlete misses a practice, without a doctor's note, or is unable to participate regardless of reason, it is counted as an absence. Plan accordingly, including family vacations, school concerts, family functions, weddings, long-distance driving, recitals, birthdays, dances, etc. Please leave room for illnesses, funerals, etc. or any other unplanned event that might require an athlete to miss practice.

In the event your athlete can attend practice, but not participate, please send them. This will allow them to keep up on the material taught and changes made. **If athlete is contagious, please keep them home.** In the event your athlete can attend practice, but cannot participate AND has a valid doctor note, they will not incur an absence. This scenario is the only way an athlete cannot participate in practice and not receive an absence. Parent notes and requests for athletes to sit out, participate partially, etc. will not be accepted.

Absences of non-required practices, regardless of number, may result in an athlete being pulled from an upcoming competition or removal from the program. The coaching staff will make the decision that is best for the entire team. To ensure your athlete is able to participate in competitions, make sure they are at practice.

In the event an athlete does not participate in a competition, regardless of reason, all fees are nonrefundable. Athlete accounts are expected to be up to date regardless of participation.

Required practices are those 1-week (7 days) prior to a competition. Coaches may adjust or add required practices as needed for team success. 100% attendance by all athletes is required for competition week. The only absences allowed for required practices will require a doctor's note. ***In the event an athlete must miss a required practice, they will not be allowed to participate in the upcoming competition, regardless of the reason.*** Required practice dates will be communicated in advance via the competition schedule. If an athlete misses a required practice for any unexcused reason, they may no longer be allowed to participate in competitions for the remainder of the season and they are at risk of being removed from the program.

In the event an athlete is injured outside of Cheer St. Louis, please communicate with the coach via email/phone call immediately. Please understand that coaches need notice to adjust

routines if athletes cannot participate. When an athlete is removed from a routine regardless of reason (i.e. injury, absences, behavior, etc.) and if they are expected to go back into the routine at some point, they will be placed per the coach's discretion and in a position that is safe and best for all athletes. Athletes may or may not be placed in the same positions they were in prior to their absence. Athletes are expected to be able to perform at the same level of perfection as prior to their absence.

Competition attendance is mandatory for all athletes. Absences are not allowed, even if your child is not competing, they are still required to attend. They must be dressed and prepared just like the rest of their team. In the event an athlete misses a competition, regardless if they are competing or not, they will not be allowed to continue competing with their team for the remainder of the season and may be removed from the program. The only exception is emergency situations.

At Cheer St. Louis we understand unexpected things happen and some conflicts with schedules are unavoidable. Please understand **communication is key!** If you have a conflict with any practice date, required practice, competition, or event, please communicate with the coaching staff early! We will do our best to work with you on schedules for unforeseen and rare circumstances. However, please understand that all decisions made by the coaching staff will be the decisions that are best for ALL athletes and as consistent as possible. With that, no athlete will be allowed to participate in the competition if they missed that week's required practice. Also, if the absence is not communicated, agreed upon well in advance, and excused, team placement and competition status could be affected.

Attendance and participation at practice will not give an athlete the right to compete. Athletes will be required to uphold skill levels, maintain a positive attitude and behavior as well as be present and fully participating at practice. At coaches' discretion, an athlete could be taken out of competition(s) if deemed best for the athlete and/or the team.

Excessive tardiness and/or early departure from practices, may result in consequences for the athlete or team including but not limited to being removed from the program, practice or competition. At Cheer St. Louis we will make every attempt to start and end practice on time. In the event practice is running late because of squad behavior or tardiness, all athletes will be expected to stay.

Coaches may decide to remove a team from the competition if they are not ready to safely compete. Although not anticipated to happen, it is a possibility. To minimize this possibility, we ask parents to ensure their athletes are prepared, communicate absences, and have your athlete at every practice possible.

In the event in-person training is not able to take place due to a crisis or pandemic, practice time will be provided virtually. All rules and policies with attendance, payments, etc will still apply.

Hotels and Travel

Cheer St. Louis and all participants of the Cheer St. Louis competitive program will follow the Stay to Play requirements provided by event producers should events have such requirements. You may be required to stay in the host hotel for **some** competitions per the Stay to Play requirements. For traveling events without Stay to Play requirements, Cheer St. Louis will provide a host hotel as an option, but it is not required. End of season events such as Worlds and Summit will have Cheer St.Louis required hotels and no exceptions are allowed. Specific events and hotel information will be communicated in advance. In the event an athlete does not follow the hotel policy, parents are subject to fees, penalties, and the inability to participate in events. No parent or representative outside of Cheer St. Louis staff is allowed to form a block in hotels for Cheer St.Louis athletes or families at events or competitions.

Athletes must be supervised in hotels at all times. Athletes running in the hallways, being excessively loud and any other bothersome behavior is not allowed. Athletes must be in their rooms and accompanied by an adult by 10 pm unless noted in the competition packet.

Inclement Weather

In the event, the gym is closed due to inclement weather or other unforeseen events this information will be communicated via social media and email.

In the event a team practice, competition or event is canceled by Cheer St. Louis staff, or any competition company, all fees are nonrefundable. If the competition company refunds the fees to Cheer St. Louis, athlete accounts will be credited. No refunds will be given if a coach or staff of Cheer St. Louis removed a team from competition for any reason, including unsafe travel conditions.

In the event of a unique situation such as a pandemic, the credit and refund policy will be evaluated based on the specific situation.

Practice

Athletes are expected to come dressed in the current season's practice clothes (full-length tank or sports bra, practice shorts, shoes, and hair accessories) on time for every practice. Tumbling class attire is tighter clothing consisting of compression shorts, tank tops, sports bras, and/or

other athletic attire and hair accessory. Athletes are to wait for practice to begin in the athlete waiting area.

In order to protect each athlete, and ensure his or her safety, no jewelry is allowed. Jewelry or piercings may NOT be covered with tape, bandages, or any other covering. No excessively long fingernails.

Parents are welcome to view practices from the parent viewing areas but we expect them to keep the atmosphere positive. Athletes and staff members are the only ones allowed inside the gym workout area, for everyone's safety, unless invited into the gym by a Cheer St. Louis staff member. Practices at any time may be closed to parent viewing. The coaching staff will make this decision when necessary.

No parent coaching is allowed.

Cell phones must be turned off or silent during practice to minimize distractions.

Any inappropriate tattoos, stickers from tanning sessions, etc. must be covered at all times.

The image of our athletes is a top priority. Please make sure all bra straps are not showing. If an athlete chooses to practice in a sports bra, a t-shirt or covering must be worn at all times once outside the gym workout area.

Code of Conduct

All athletes, parents, and affiliates must be a strong representative of Cheer St. Louis and a positive reflection of the program. Abusive behavior, lying, illegal, inappropriate, or any other form of negative behavior, will not be tolerated by parents, athletes, or affiliates. Violation of the code of conduct may result in athletes being removed from a team or the program. Negative comments about any other team or program will not be tolerated. Please remember you are a direct reflection of the Cheer St. Louis program. Those not choosing to stay positive are subject to removal.

If you have an issue, please address it with your athlete's coach in a private and professional manner. We appreciate parents keeping a positive attitude in the gym, lobby and waiting areas as well as any Cheer St. Louis event. In the event any athlete, parent or affiliate is a poor representation of Cheer St. Louis they are subject to removal from the program. This includes, but not limited to, foul and inappropriate language, negative talk of someone else's athlete, gossip, illegal behavior, and inappropriate social media activity.

The Cheer St. Louis names, including team names, mascot, abbreviations and slogans are property of Cheer St. Louis and protected under Trademark Common Law. They may also not be used on apparel or merchandise of any kind without written approval from Cheer St. Louis. Any items produced without approval must be released to Cheer St. Louis, upon receipt of cease and desist. Athletes and parents may not claim to be or pose as a Cheer St. Louis representative without prior written approval.

Athletes are expected to treat teammates, coaches, and other athletes with mutual respect. Pettiness, gossip or any other harmful behavior will not be tolerated. Disrespectful behavior such as eye-rolling, attitude, talking back, etc. will not be tolerated. Coaches will address situations individually and in a professional manner. Given the athlete doesn't change their behavior they are subject to a reduction in participation and ultimately removal from the program or competition.

When being a representative or supporter of Cheer St. Louis, including attending events or competitions as a spectator, you must be a positive role model and represent Cheer St. Louis, in a positive, healthy manner. This includes, but is not limited to visual public intoxication, illegal activities, crude or disruptive behavior, poor sportsmanship, vulgar or inappropriate language, etc.

Threats of any sort, such as threatening to quit, or pull a child from the program will not be tolerated and are subject to immediate removal from the program.

Social Media

The Cheer St. Louis names, including team names, mascots, abbreviations, and slogans are property of Cheer St. Louis. They may not be used in any way including, but not limited to, screen names, email addresses, etc.

Comments made on message boards, social media, etc. need to remain positive and of the nature Cheer St. Louis would be proud of. Social media is not the outlet to discuss issues or feelings you might have regarding Cheer St. Louis, your athlete, anyone else's athlete, your athlete's team, or any other team within or not within Cheer St. Louis. Complaining, insinuating, gossiping or similar behavior is not tolerated and is subject to removal.

Team group chats are at the discretion of the head coach. No chat group, private message, or similar can be created without approval and the addition of the coaching staff. ***This includes parent chat groups.***

Inappropriate social media posts from athletes must be removed. These include but are not limited to swearing, gossip, illegal or provocative behavior, and inappropriate photos of any kind.

Routines, Choreography and Material

Please refrain from posting any Cheer St. Louis choreography material such as routines, music, stunts, transitions, dances, and tumbling on social media sites such as Facebook, Twitter, YouTube, and/or Instagram, etc. while in season.

Coaches

Coaches reserve the right to change a team's level or size as well as call an additional required practice at any time.

Coaches' decisions in regard to teams, placements, positions, skills, and participation are final and are not subject to debate. Parent opinions will not be taken into consideration when making decisions. Instead, the coaching staff at Cheer St. Louis will make the best possible decision for all parties involved, keeping the safety and progression of our athletes as the first priority.

For the safety and success of your athlete, coaches at Cheer St. Louis, LLC believe in perfection before progression. Only skills using safe and correct technique will be put in routines.

Fundraising

Parents or guardians of athletes on the Elite and Prep teams are welcome to join the CSTL Boosters. The CSTL Boosters is a separate entity from Cheer St. Louis. No fundraising outside of CSTL Boosters is allowed.

Parent Contract for Cheer St. Louis International Team 2020-2021

Athlete's First Name: _____ Athlete's Last Name:

Parent's Last Name (if different from athlete): _____

PARENTS' OR GUARDIAN'S SIGNATURE: (Must be signed by parents and/or guardians for participants under the age of 18.) In consideration of the above-named participant, who is a minor, being permitted by Cheer St. Louis, LLC to participate in Cheer St. Louis, LLC activities and to use Cheer St. Louis, LLC equipment and facilities, I acknowledge that I understand the risks as stated above and knowingly agree to all the foregoing terms of this agreement for myself and on behalf of the minor.

I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms. **I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS AN ASSUMPTION OF RISK, A RELEASE, A WAIVER OF LIABILITY, AND AN INDEMNITY, AND I SIGN IT VOLUNTARILY. I UNDERSTAND THAT I GIVE UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, I AM AWARE OF ITS LEGAL CONSEQUENCES, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.**

Signature of Primary Contact Parent/Guardian: _____

Print Name: _____ Date: _____

Signature of Financially Responsible Parent/Guardian: _____

Print Name: _____ Date: _____

____ Initial – I agree to keep a valid credit card on file at Cheer St. Louis, LLC as outlined in this agreement. I authorize Cheer St. Louis, LLC to charge my credit card on file for fees outlined in this agreement.

____ Initial – I agree, as an adult, to keep a positive attitude at all times when present at Cheer St. Louis, LLC, or representing Cheer St. Louis, LLC at an event. I understand that should I not be positive in the parent viewing areas, I will no longer be allowed to stay and watch.

Office Use Only:

ACCEPTED: Cheer St. Louis, LLC:

By: _____ Date: _____