**PROFESSIONAL INLINE HOCKEY ASSOCIATION**

**TEAM PRESIDENT/GM ORGANIZATION AGREEMENT**

 **THIS AGREEMENT,** made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between **PROFESSIONAL INLINE HOCKEY ASSOCIATION** (“PIHA”), 4781 Falcons Hood Point, Colorado Springs, Co. 80922 and (Organization Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team President/GM),\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WITNESSETH:**

 **WHEREAS**, PIHA has organizations for teams to participate at apropriate levels within its various divisions/leagues available for qualified individuals for purposes of operating a team in one of the various divisions within said leagues;

 **WHEREAS**, Team President/GM desires to operate a team within an appropriate level of the inline hockey league organized by PIHA.

 **NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth below, the payment of an organization initiation fee as more fully described below, paid and received upon the execution of this Organization Agreement, the parties, intending to be legally bound hereby and to legally bind their heirs, successors, and assigns, the parties hereto do hereby covenant promise, and agree as follows:

1. **ORGANIZATION INITIATION FEE** - Team President/GM has paid and PIHA acknowledges receipt of the sum of three hundred ($300.00) per team from agreed credit card, or other agreement payment to PIHA that is non-refundable to be used for administration expenses related to league operation and the initiation of the organization.

2. **TERM OF AGREEMENT and RENEWAL** - The term of this Agreement is for one year, inclusive of one season in a PIHA league. The term of this Agreement commences on October 1 of the year that this Agreement is executed and continues until September 30 of the following year. This Agreement will not automatically renew. The PIHA will execute a new Agreement on or before October 1 of that year to renew the relationship and to assure continuity of the organization.

3. **ANNUAL LEAGUE FEES** - In addition to the Initiation Fee described above, Team President/GM is obligated to pay Annual League Fees to the PIHA as follows: (Dates may change due to division start dates)

1. All teams must provide an approved credit card along with this agreement. (see team registration) If credit card is used a transaction fee will be charged.
2. All Pro teams will have $650.00 charged to your approved credit card on the 1st day of December 2021 and the 1st day of January 2022 unless paid in another form prior to said dates.
3. All Semi-pro teams will have $500.00 charged to their approved credit card on the 1st day of November 2021 and the 1st day of December 2021 unless paid in another form prior to said dates.
4. All Minor level teams charge TBD.
5. Any team that forfeits a game will have $200.00 + transaction fees per game charged to their approved credit card immediately.

 4. **LEVEL OF DIVISION AGREEMENT** - Team President/GM, by entering into this Agreement is entitled to enter \_\_\_\_ team(s) into the following Division(s): (Pro,Semi-Pro,Minor)

1. Division:\_\_\_\_\_\_\_\_\_\_ Team Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Division:\_\_\_\_\_\_\_\_\_\_ Team Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Division:\_\_\_\_\_\_\_\_\_\_ Team Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Division:\_\_\_\_\_\_\_\_\_\_ Team Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Division:\_\_\_\_\_\_\_\_\_\_ Team Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Division: \_\_\_\_\_\_\_\_\_\_ Team Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 5. **INCORPORATION OF BY-LAWS** - Team President/GM understands and agrees that all PIHA by-laws, rules and regulations are incorporated into this agreement. Team President/GM acknowledges that he/she has received a copy of said by-laws, rules and regulations and has read them.

6. **TEAM PRESIDENT/GM DUTIES AND RESPONSIBILITIES** - By entering into this Agreement and in exchange for having a team participate in the League and Division described above, Team President/GM agrees to provide the following:

1. Serve as a PIHA team owner and follow and comply with all PIHA By-Laws, rules and regulations in operating their team, which includes not paying any player for his/her services.
2. Comply with any requests or orders that are made by PIHA headquarters personnel or other PIHA league officials;
3. Be solely responsible for any advertising, travel arrangements, floor time, referee and scorekeeper fees for their teams portion of all games and practices, trainers equipment, and tryout camp expenses;
4. Provide and supply playing team members at the level of play for the League and Division in which the team is entered, and assure all playing team members have secured AAU Insurance.
5. Assure that all team jerseys and any other team merchandise has PIHA logo prominently displayed on the jersey or merchandise;
6. Assure that a team is available to play for each scheduled league game and playoff game;
7. Protect the integrity of all PIHA logos, team logos, uniform designs and insignias from any type of infringement;
8. Provide and supply non-playing team members;
9. Maintain and update all team and player statistics on the PIHA web site within twenty-four (24) hours of the completion of all home games.
10. Provide tax identification number for any taxable distributions made by the league.

8. **RIGHTS OF TEAM PRESIDENT/GM** - Providing that the Team President/GM has complied with all his/her obligations for payment of fees described above and duties and responsibilities for running a team participating in a PIHA League and Division, Team President/GM has the following rights:

1. To retain One Hundred percent (100%) of all home game net revenues. It is understood and agreed, however, that PIHA has made no representation or guarantee as to the amount of revenue the Team President/GM may expect. For purposes of this Agreement, net game revenues, as defined by the PIHA By-Laws, shall include all ticket sales received during all said regular season home games and playoff home games, except for finals in each division.
2. In accordance with the terms of the PIHA By-Laws, Team President/GM may keep 100% of any profits made for same of team merchandise during the term of this Agreement. Pricing of all PIHA merchandise is determined by PIHA and may not be adjusted by the Team President/GM, for any purpose, without written approval from PIHA. Team President/GM may determine the price on Team President/GM team merchandise, provided that the design of the merchandise has been approved by PIHA.
3. Also in accordance with the terms of the PIHA by-laws, owners may keep 100% of all team sponsorship monies collected. All team sponsorships may not include the Professional Inline Hockey Association (PIHA), name or logo unless pre-approved by the PIHA. Any Team President/GM that allows the PIHA name or logo to be used in a team sponsorship that has not been pre-approved could be fined and penalized.

9. **INDEPENDENT CONTRACTOR STATUS OF TEAM PRESIDENT/GM** - It is mutually understood and agreed that Team President/GM is an independent contractor with respect to PIHA. Team President/GM is not an employee of PIHA and PIHA will not and does not provide any form of salary or compensation, fringe benefits, paid vacation, or any other employee benefit to Team President/GM, nor will PIHA maintain workers’ compensation insurance to cover Team President/GM or any of Team President/GM team’s players during PIHA games or events.

10. **CONFIDENTIALITY** - Team President/GM acknowledges and agrees that during the term of this Agreement, he/she will have access to confidential business information, including but not limited to future plans, general business operating information and/or future business plans. Team President/GM further acknowledges and agrees that this confidential business information is the property of PIHA, which are valuable, special and unique assets of PIHA and are integral to the existence and success of PIHA business. Team President/GM agrees that neither he/she nor any of his/her agents will, at any time or in any manner either directly or indirectly, during the term of this Agreement and after its termination, use any information for Team President/GM benefit, other than as authorized by PIHA for PIHA’s benefit, or divulge, disclose or communicate in any manner any information to any third party without the express, prior and written consent of PIHA for the benefit of PIHA. Team President/GM will protect the information and treat it as strictly confidential. A violation of this provision shall be considered a material breach of this contract. Because the actual damages, in the event of a breach may be difficult to determine, Team President/GM and PIHA agree to a liquidated amount of Fifty Thousand Dollars ($50,000.00) for each breach of this confidentiality provision. In the event that the disclosure of confidentiality provision results in actual damages which may be established in excess of Fifty Thousand Dollars ($50,000.00), PIHA’s damages are not limited to the liquidated damage amount and that amount shall not act as a damage cap. It is further understood that this confidentiality provision extends beyond the termination of this Agreement.

11. **INDEMNIFICATION BY TEAM PRESIDENT/GM** - Team President/GM agrees to indemnify and hold PIHA harmless from all claims, losses, expenses, fees including attorneys’ fees, costs and judgments that may be asserted against PIHA arising from Team President/GM acts and/or omissions and in the performance of operating a team, whether actual or alleged, against Team President/GM, their agents and/or PIHA.

12. **EXECUTION IN COUNTERPARTS** - This Agreement may be executed in one or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

13. **APPLICABLE BY LAW** - This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the Commonwealth of Pennsylvania.

14. **VENUE** - Any legal action to enforce the provisions of this Agreement shall be brought in the Court of Common Pleas for Dauphin County, Pennsylvania or in any other Court of appropriate jurisdiction located in Harrisburg, Dauphin County, Pennsylvania.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

PIHA Board of Directors Team President/GM

Committee Member

PRINT NAME: Charles A. Yoder PRINT NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_