



## Pateadores Parent Loan Agreement

This loan agreement (Agreement) is between the Pateadores Soccer Club (Pateadores), a California non-profit corporation and [REDACTED] (Parent) as the parent(s)/legal guardian(s) of [REDACTED] (Player).

WHEREAS Parent wishes the Pateadores to administer a Club Fees financial aid program, which includes a forgivable loan component, for \_\_\_\_\_ to participate as a member of the <Pateadores [REDACTED]> (Team) for the time period running from <\_ / \_ /2019 to \_ / \_ /2020 (Season)>;

WHEREAS the Pateadores are willing to administer such a program under the specific conditions as described below;

WHEREAS Parent appreciates and acknowledges the financial commitment the Pateadores is making to them and understands the need for them to, in return, make such a commitment to the Pateadores;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the Pateadores and Parent agree as follows:

1. Club Fees. A total amount of \$ [REDACTED] are the Club Fees for a player to participate on the above referenced Team for the above referenced Season.
2. Parent Initial Payment Structure. Parent will pay the Pateadores a non-refundable <\$ [REDACTED]> of the Club Fees according to the following schedule:
  - a. Deposit amount of [REDACTED] due upon the effective date of this Agreement; and
  - b. The balance of \$ [REDACTED] to be paid in [REDACTED] monthly installments of \$ [REDACTED] on the 1st of each month commencing on [REDACTED].
  - c. Payments will be made via Online Registration Site ONLY with Debit Card or Credit Card. NO CASH OR CHECKS. Player fees will be adjusted on this online site once the request is approved by the director and payment structure will reflect the request chosen below on this form.
  - d. A late fee of 25% of payment amount will be added if payment is not received by the 15th of each month.

3. Loan: The Pateadores will loan Parent the remaining Club Fees balance of \_\_\_\_\_ (i.e. Club Fees minus Parent Initial Payment Structure) and deem it forgiven upon the Parent meeting the following conditions:
  - a. Ensuring that Player attends a minimum of \_\_\_\_\_% of team activities, unless otherwise excused by their coach or due to illness/injury.
  - b. If offered by the Pateadores, Parent accepts and registers Player as a member of the above referenced Team under a similarly executed for the subsequent Season (\_\_\_\_\_ to \_\_\_\_\_) and said loan conditions is documented via addendum to this Agreement.
  - c. Should Parent not complete their Parent Initial Payment Structure or fail to adhere to either 3.a or 3.b the Loan shall become immediately due and payable by Parent to the Pateadores.
    - i. To be abundantly clear, Parent is agreeing to a rolling two-year commitment to the Pateadores in which, as long as the Pateadores wish to continue offering Parent a similar loan program for subsequent Season(s), that Parent will register Player as a member of the above referenced Team for said subsequent Season(s). The following scenarios illustrate the status of the loan under specific situations:
      1. Pateadores will forgive the Loan (i.e. not require repayment by Parent) if Player:
        - a. plays for the Team the following Season under a similar loan arrangement;
        - b. does not play on any team under the Cal South, US Club or US Development Academy organizations;
        - c. is not offered a spot on the Team, Parent is not offered a similar loan arrangement by the Pateadores or the Pateadores Club Director provides Parent a written document releasing them from the Loan.
      2. Parent shall immediately repay the Pateadores any remaining Loan balance should:
        - a. Player leave the Pateadores and play the following Season with a different club that participates in any one of the organizations identified in c.i.1.b above.
        - b. Parent fails to adhere to 3.a and 3.b above and does not resolve shortcomings within 15 days of receiving notice from the Pateadores.

4. Assignment: Neither Parent nor Pateadores shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party. Any such attempted assignment without written consent will be void. This Agreement shall inure to the benefit of and shall be binding upon the valid successors and assigns of the parties.
5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles.
6. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.
7. Severability: The parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.
8. Notices: All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement: (i) when personally delivered; (ii) upon receipt of a telephone facsimile transmission with a confirmed telephonic transmission answer back; (iii) three (3) days after having been deposited in the mail, certified or registered, return receipt requested, postage prepaid; or (iv) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to a Party or their permitted assigns at the address for such Party first written above.
9. Headings: Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.
10. Fees: The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

I have read and understand the above policies; terms and conditions described in the Loan Agreement and agree to comply with all aforementioned policies, terms, and conditions.

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Parent/Guardian

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Pateadores Club Director

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Agreement Effective Date