



North Alabama *FUTSAL* Participation Terms and Conditions

This document (“Terms and Conditions”) and the prices advertised on the North Alabama *FUTSAL* website (www.nafutsal.org) set forth the terms and conditions for participation in activities hosted by North Alabama *FUTSAL* (“NAFUTSAL”). North Alabama *FUTSAL* is an affiliate of the United States Futsal Federation (USFF), which imposes standards and good practices on NAFUTSAL for running futsal games. This document and prices constitute an Agreement between NAFUTSAL and Customers of NAFUTSAL but not USFF.

1. DEFINITIONS

- 1.1. “Affiliate” means any entity or person directly or indirectly influenced by or under control of NAFUTSAL or USFF.
- 1.2. “Agreement” means the contract incorporating these Terms and Conditions as well as the prices advertised on the North Alabama *FUTSAL* website.
- 1.3. “Coverage Period” means the period of time in which the Services are being performed by NAFUTSAL.
- 1.4. “Customer” means the entity or person purchasing Services from NAFUTSAL.
- 1.5. “Services” means the organizing and the conducting of player camps, tournaments, seasons of games, coach clinics, referee clinics, and other gatherings hosted by NAFUTSAL. Player camps are typically conducted in a day, sometimes two days. Tournaments take several days, usually consecutive. Seasons of games consist of 8 games, usually spanning 8 weeks. Clinics take only a partial day typically.

2. CHANGES IN PRICES

All prices, fees and charges are subject to change without notice.

3. COST OF CREDIT, DEBIT, AND GIFT CARDS / NO COST FOR CASH, CHECK, OR MONEY ORDER

- 3.1. There shall be an additional fee for payments via credit card, debit card, gift card and/or PayPal:
 - 3.1.1. In-person payments via card, i.e. payments made by allowing a representative of NAFUTSAL to scan the card, shall have 2.775% added.
 - 3.1.2. In-person payments via number, i.e. payments made by telling a representative of NAFUTSAL a card number to key in, shall have 3.627% added. The same applies also when not “in-person” and instead the number is told over the phone, sent in an email, sent in a text message, or other medium and requires the NAFUTSAL representative to key in the number rather than scan the card.
 - 3.1.3. Online payments, i.e. payments over the internet using the North Alabama *FUTSAL* website, shall have 2.9886% added.
 - 3.1.4. The additional fee is non-refundable.



3.2. There is no additional fee for tendering payments to NAFUTSAL via cash, bank check, personal check or money order. Only in the case of a personal check being returned due to insufficient funds shall an additional fee be assessed.

4. PERFORMANCE BOND

Teams are charged a refundable performance bond, a.k.a. forfeit bond, to participate in season play. If a team fails to appear at the time of the scheduled activity, refuses to participate, or leaves without participating, the team loses their performance bond. If a team appears and participates in all scheduled activities, their performance bond may be refunded or left for a future season.

5. TAXES

All fees and charges under this Agreement are exclusive of federal, state, county, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Customer shall be liable for, and shall indemnify and hold NAFUTSAL harmless from and against, any and all Taxes.

6. PAYMENT

All payments for participation in any NAFUTSAL activity are made in advance of the activity.

7. REFUNDS

Refunds will be made to registered teams whose divisions do not have enough registered to be a viable division in the particular Coverage Period in which the teams registered. Full payment received from teams, except for the additional fees for use of credit, debit, gift cards and/or PayPal as described in Section 3, will be refunded. Other reasons may lead to refunds, but also will not include the additional fees for use of credit, debit, gift cards and/or PayPal as described in Section 3.

8. AUTHORIZATION OF SERVICES

By paying for Services from NAFUTSAL in full in advance, Customer authorizes NAFUTSAL to provide the Services for the Coverage Period in accordance with the Agreement. The Services will be provided by NAFUTSAL in accordance with the Scope of Services as set forth in Section 10. The Agreement shall become binding and effective upon the first performance of any of the Services by NAFUTSAL.

9. TERM

This Agreement shall begin upon the first performance of any of the Services by NAFUTSAL and shall expire at the end of the Coverage Period unless terminated earlier as provided in Section 15.



10. SCOPE OF SERVICES

The Services provided by North Alabama *FUTSAL* include team and player registration, game schedules for tournaments and seasons, provisions of facilities containing futsal pitches to play on, scheduling facility for camps and clinics. Not included are the formations of teams, conducting practices, and providing facilities for practices. In simpler terms, North Alabama *FUTSAL* hosts futsal games with an occasional player skills development camp and coach and referee clinics.

11. SPECULATION OF ACTIVITY

Registration for all NAFUTSAL activities, e.g. tournaments and team divisions for season play, are speculative and are not guaranteed to have enough registrants to be conducted. This may occur due to insufficient registration. The decision to conduct an activity, e.g. a tournament or include a division in a season of play, is made solely by NAFUTSAL and decisions are final. If an activity is not held due to insufficient registration, teams will receive refunds. See Section 7. In the case of more registered teams than facilities and time can accommodate, the first teams and the first divisions to form will be the teams and divisions allowed to participate.

12. MINIMUM TEAM REQUIREMENTS

Each team is required to have a manager who serves as the team single point of contact and communicates to team members schedule and other pertinent information.

13. REQUIREMENT FOR PARTICIPATION

All individual registrants in NAFUTSAL activities must be identified by name, age, and contact information before being allowed to participate in activities. In season of games this means registering with USFF leading to the creation of player passes and team rosters.

14. RESERVED LEADERSHIP RIGHTS

Registration, payment, and participation in NAFUTSAL activities does not give participants decision making privileges in the operation of the North Alabama *FUTSAL* league. NAFUTSAL reserves all rights in operating the league.

15. TERMINATION

There are no prescribed causes for terminating this Agreement. Once in place this Agreement continues through the end of the term. Only exceptional and abnormal situations will be considered for terminating this Agreement.

16. PRIVACY

All personal information gathered during player and team registration are used only for the sole purpose of registering players and teams with NAFUTSAL and USFF. Personal information will not be sold or given to any person or organization outside of NAFUTSAL, USFF, and their affiliates. We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We store and process



personal information on our computers in Alabama. We protect information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration.

17. GENERAL

- 17.1. Third Party Providers. NAFUTSAL reserves the right to provide Services through a third party provider.
- 17.2. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The Agreement supersedes any and all prior discussions and/or representations, whether written or oral, relating to the subject matter of the Agreement and no reference to prior dealings may be used to in any way modify the expressed understandings of the Agreement. The Agreement may be amended only by a written instrument signed by authorized representatives of both parties, and cannot be amended by subsequent writing received from Customer without the express written consent of NAFUTSAL. Any reproduction of the Agreement made by reliable means (for example, photocopy or facsimile) will be deemed an original.
- 17.3. Order of Precedence. In the event of a conflict between the documents that form the Agreement, the order of precedence will be as follows: (i) any addenda executed by NAFUTSAL and Customer, with the latest addendum taking precedence over any earlier addenda; (ii) the published prices; and (iii) these Terms and Conditions.
- 17.4. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement.
- 17.5. Headings. The various headings in these Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions or any section or provision of these Terms and Conditions.
- 17.6. No Waiver. Any failure by either party to enforce performance of the Agreement shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of the Agreement.
- 17.7. Notices. Any notice or other communication ("Notice") required or permitted under the Agreement shall be made via a medium with reasonably expected success, e.g. in writing by US Mail or by email. NAFUTSAL's address for Notices is North Alabama FUTSAL, LLC, P. O. Box 6882, Huntsville, Alabama 35813, Attn: President. NAFUTSAL's email address is info@nafutsal.org.
- 17.8. Force Majeure. Except for payment obligations under the Agreement, neither party shall be liable for any failure to perform or observe any of its obligations under this Agreement for as long as and to the extent that such performance is prevented or hindered by any circumstances beyond its reasonable control. By way of example, and not limitation, such causes may include acts of God or public



enemies; labor disputes; acts of local, state, or national governments or public agencies; utility or communications failure; fire; flood; epidemics; riots; or strikes. The time for performance of any right or obligation delayed by such events will be postponed for a period equal to the delay. If, however, a party is subject to a force majeure that endures for more than sixty (60) calendar days, the other party has a right to terminate the Agreement upon providing thirty (30) calendar days prior written notice to the party subject to the force majeure.

- 17.9 **Governing Law.** This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama and shall be deemed to have been accepted in Madison, Alabama, United States. The parties agree that any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court for Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division. The parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceedings.
- 17.10 **Waiver of Jury Trial.** NAFUTSAL and Customer each hereby waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to this Agreement.
- 17.11 **Injunctive Relief; Cumulative Remedies.** Customer acknowledges and agrees that a breach of the Agreement by Customer could cause irreparable harm to NAFUTSAL for which monetary damages may be difficult to ascertain or may be an inadequate remedy. Customer agrees that NAFUTSAL will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of the Agreement by Customer, and Customer expressly waives any objection that NAFUTSAL has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.
- 17.12 **Attorneys' Fees and Costs.** In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.
- 17.13 **Governing Language.** The controlling language of this Agreement is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only.
- 17.14 **Survival.** The provisions of the Agreement which require or contemplate performance after the expiration or termination of the Agreement shall be enforceable notwithstanding said expiration or termination.