

AGREEMENT FOR ESA 2023 ESA ALL-STAR TEAM

AGREEMENT made this ____ day of _____, 2022 by and between the Eastern Surfing Association, a not for profit corporation organized under the laws of the State of Delaware, which has a mailing address Post Office Box 4736, Ocean City, Maryland 21843 (“ESA”) and _____ (the “Team Member”), and _____ being the parent or legal guardian of the Team Member whose address is: _____.

RECITALS

A. The ESA is a nationally recognized competition organization for the amateur sport of surfing on the East Coast of the United States.

B. The ESA selects and maintains the “ESA All-Star Team” (the “Team”). Members of the Team are collectively referred to as “Team Members” and individually as a “Team Member”.

C. The Team Member has been selected as a member of the Team for the 2021 calendar year.

D. The All-Star Team Committee is referred to as the “Committee.”

WITNESSETH:

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1: Services Provided By ESA.

The ESA will provide the following services/products/benefits to each team member:

- 1.1. Surfing equipment, apparel and miscellaneous products and services **may** be provided by sponsors of the ESA and/or specific All-Star Team sponsors.
- 1.2. Opportunities to participate in local, regional, and other surfing competitions as a member of the All-Star Team.
- 1.3. Coaching and training services at various locations and dates throughout the year, to be determined by the Coach and Committee.
- 1.4. Team training travel opportunities and activities, to be determined by the Committee.
- 1.5. Promotion of Team Member as a member of the All-Star Team at all ESA functions and activities, national and local media, ESA sponsors and the general public as the ESA and the Committee may determine. Such promotional activities shall include, but not be limited to, press releases, ESA website and all forms of electronic media, including ESA social media.
- 1.6. The ESA will provide support and opportunities for the Team Members to receive coaching from well-qualified and/or professional surfing coaches at championship events and throughout team travel.
- 1.7. The All-Star Team members will have access to the team coach and mentors who will offer support and have each team member’s best interests. The coach may be available at reasonable times via phone and email, as well as at ESA post-season championship events.

1.8 Team members are a part of a team within an individual sport and therefore expected to be supportive of one another.

1.9 Team members will gain knowledge and experience in obtaining sponsorship for themselves and the entire All-Star Team.

2.0 The ESA has the right to withdraw, alter or modify these services from time to time as the ESA deems necessary for the proper functioning of the Team and in the best interests of the Team Members.

SECTION 2: Team Member Obligations.

2.A. Team Member shall provide updates, photos and videos to the Team's social media sites for posting on ESA operated social media outlets and websites such as ESA operated Facebook pages, Instagram and the like. Team Member will tag ESA All-Stars in every post as they do with other sponsors.

2.B. ***Team member must participate in 100% of their local district's surfing contests and events held in each year in the member's Home District.*** Work and medical excuses are permitted but must be relayed to local ESA district director in advance. Team Member must remain an ESA member in good standing through December 31 of year as an All-Star. **Initial: _____**

2.C. ***Team Member will be dedicated to, and represent, the ESA professionally always.*** This includes local and championship ESA events, other surf events, in social media, press and in any public conversations about the organization. **Initial: _____**

2.D. ***ESA All-Star stickers are to be placed on all surfboards used by Team Member during the year.*** Stickers must be placed in a visible location. If Team Members is without stickers, they are to communicate with the Coach to have them sent to them immediately. **Initial: _____**

2.E. ***Team Members must wear ESA All-Star jackets, t-shirts, hats, etc. at ESA events and while traveling and/or participating in ESA and non-ESA surf events.*** Failure to comply will result in a verbal and written warning for first offense, followed by possible suspension or removal from the All-Star Team for any additional offenses. **Initial: _____**

2.F. ***Team Members should participate in all scheduled Team training programs, events, activities and functions, unless properly excused by the coach and/or committee prior such event.*** It is the understanding that the Team Member is part of a "team," and is expected to participate as such. Failure to do so may result in being removed from the team. **Initial: _____**

SECTION 3: Advertising.

All Team Members shall make themselves available, upon reasonable notice and subject to educational requirements, for ESA national sponsor advertising and promotional campaigns as requested by the ESA and ESA national sponsors, which shall be used to promote the Team and/or the ESA as a whole rather than to promote individuals. Further, the Team Member shall be available to his/her Home District for promotion of any reasonable purpose that is deemed of value to the ESA by the ESA and/or the Committee.

SECTION 4: Exclusivity

All-Star Team members agree that he/she shall not become a member of an all-star team or similar type of elite surfing team, of any other surfing organization, with the permitted participation on any team representing the United States in international competition, scholastic teams or existing sponsor teams.

SECTION 5: Appearance and Behavior

Team Members are expected and required to always present themselves in a professional manner. Team Members will act in a socially acceptable and respectable manner to be a positive role model and proper representative of the ESA. Any actions or conduct which may bring criticism or negative public reaction to the Team Member or the ESA may be the grounds for suspension or dismissal from the Team. The foregoing specifically includes social networking websites, other websites, and all forms of electronic and print media. Arrests and/or criminal convictions for any matter, violation of any controlled substance policies of the ESA or any other serious (as determined by the Committee in its sole discretion) breach of the laws, rules, regulations or policies of the ESA or any governmental entity shall be grounds for the suspension or dismissal of the Team Member from the Team.

SECTION 7: Controlled Substances.

7.1. The use of, possession or trafficking in the illegal use of alcohol or any controlled substance is prohibited by the ESA. Any Team Member found guilty, responsible or culpable, either through internal ESA administrative proceedings or through the criminal or civil judgment system of any municipal, state or federal court shall result in the immediate dismissal of the All-Star Team Member from the Team. In addition, any Team Member under the age of 21 who is found by any ESA official to be consuming alcoholic beverages while participating in a Team or ESA activity may be subject to an immediate removal from the Team.

SECTION 8: Contact and Communications

In addition to the provisions of Section 2, Team Member and ESA All-Star Committee members should communicate regularly by email and/or phone.

SECTION 9: Suspension or Dismissal

Violations of any of the Team Member's obligations under this contract may result in the Team Member being suspended or dismissed from the team upon the decision of the coach, committee, and the executive director of the ESA. Violations of the Controlled Substances provision of this contract shall result in the mandatory dismissal of the Team Member from the Team. In addition, Team Member may be suspended or dismissed upon the decision of the coach, committee and the executive director for the following:

- (a) Suspension or Expulsion from school attendance.
- (b) Unsportsmanlike conduct.
- (c) Other infractions of ESA procedures, regulations or policies of the ESA or the tenets of good sportsmanship.

SECTION 10: Parental Conduct

Parents or legal guardians of any Team Member shall also adhere to the concepts of fair play and good sportsmanship (see addendum). They shall always present themselves in a proper and socially acceptable manner on behalf of the Team Member and the ESA. Violations of these general principles by the parent of a Team Member may result in the suspension or dismissal of the Team Member from the team. **Parent initials: _____**

SECTION 11: Rights of Appeal

Any Team Member suspended or dismissed from the Team, with the exception of dismissals due to violation of the Controlled Substance abuse policy, may appeal such action within fifteen (15) days of the effective date of the action in writing to the coach, committee and ESA executive director. The decision of the coach, committee, and the executive director as to such appeal shall be final and conclusive. Such decision shall be communicated to Team Member and their respective district director within fifteen (15) days of the filing of an appeal.

SECTION 12: Miscellaneous

12.1. Except as to any team representing the United States in international competition, scholastic teams and any sponsor surf team, Team Member shall exclusively represent the ESA.

12.2. This agreement shall be governed and interpreted under the laws of the State of Delaware.

12.3. This agreement represents the entire agreement of the parties and may only be modified by a subsequent writing of the parties.

12.4. Nothing in this agreement is intended to, nor should it be construed to create an employer/employee relationship between ESA and Team Member.

12.5. Team Member agrees to permit ESA to use his/her name and/or likeness for promotional purposes as is set forth herein.

12.6. Team Member shall have no right to use the name, trademarks, or other intellectual property of ESA, or to advertise any affiliation with the same, without the express written permission of ESA. Team Member understands and agrees that he/she must obtain the prior written consent of the ESA executive director for any individual endorsement program in which he/she will be named as a member of, or otherwise openly identified with the ESA or any other ESA controlled entity or program.

12.7. Except for those rights specifically granted to ESA, Team Member shall retain sole and exclusive ownership of his/her individual publicity rights. The Team Member agrees to exercise those rights in such a manner as to not violate applicable regulations and restrictions and possibly compromise his/her competition eligibility.

SECTION 13: Term, Termination and Renewal

13.1. This Agreement shall have an effective commencement date of January 1, 2023, and shall run through December 31, 2023, unless sooner terminated in accordance with the terms stated in this agreement.

13.2. This agreement, and all benefits and services provided hereunder, shall immediately terminate should Team Member plead guilty to a crime involving the use, possession or distribution of a controlled substance, whether or not the same is included on the USOC list of banned substances.

13.3. ESA may terminate this agreement at any time in the event of misconduct. The term "misconduct" shall refer to conduct which violates the terms of this Agreement, team rules, the ESA Competition Rules, any code of conduct adopted by the ESA, the laws of any jurisdiction in which Team Member is present or resides, or any conduct which might bring disrepute to, or otherwise harm ESA, including social media postings, as made determined by the Committee in its sole discretion.

13.4. This agreement shall be terminable by Team Member at any time, and for any reason upon thirty (30) days written notice to ESA of Team Member's intent to terminate to the team coach and ESA's executive director, or such lesser time as may be stated in the Team Member's notice.

13.5 Upon termination of this agreement, either by its expiration or by earlier termination as provided for herein, Team Member shall immediately cease displaying and/or wearing all stickers, logos and clothing identifying them as a Team Member. However, the foregoing shall not require the removal of any "under the glass" laminates on Team Member's surfing equipment.

Initial: _____

By signing below, Team Member, and the parent or legal guardian of the Team Member, hereby acknowledge full and complete understanding and agreement of all obligations under this contract and enter this contract without reservation of any kind.

EASTERN SURFING ASSOCIATION

Signature of Team Member _____ Date _____

Print name of Team Member

Signature of All-Star Team Coach - Jason Motes _____ Date _____

I HEREBY CERTIFY THAT I AM THE PARENT OR GUARDIAN OF THE INDIVIDUAL NAMED ABOVE, HAVE READ, AND FULLY UNDERSTAND THE AGREEMENT AND DO GIVE MY AGREEMENT AND CONSENT WITHOUT RESERVATION TO THE FOREGOING.

Signature of Parent/Guardian _____ Date _____

Print name of Parent/Guardian

ADDENDUM
Parent(s) of All-Star Code of Conduct

As a parent of an ESA All-Star, I _____ (print name) agree to support the ESA All-Star Team and display good sportsmanship at all surfing events.

I agree to follow the terms below stated in the All-Star contract:

Parents or legal guardians of any Team Member shall also adhere to the concepts of fair play and good sportsmanship. They shall always present themselves in a proper and socially acceptable manner on behalf of the Team Member and the ESA. Violations of these general principles by the parent of a Team Member may result in the suspension or dismissal of the Team Member from the team.

I also agree to follow ESA's sportsmanship clause stated in the ESA's Rules of Competition:

SPORTSMANSHIP CLAUSE: No official of an event, in any capacity, shall at any time be submitted to unsportsmanlike conduct in either word or deed. Any display of poor sportsmanship by either a competitor or, in the case of a minor, the competitor's parent, shall be cause for automatic dismissal from the contest. This also applies to unsportsmanlike conduct directed to another competitor by any ESA competitor. Should the Contest Director determine that a display of poor sportsmanship or unsportsmanlike conduct is sufficiently severe or egregious, then the Contest Director can request a suspension or expulsion of that member from the ESA. Such request shall be directed to the Competition Director who shall have the right, for good cause shown, to issue a suspension or expulsion. Any appeal of such decision by the Competition Director shall be appealed to the Competition Board of Governors within ten (10) days after imposition of such penalty.

Signature of Parent/Guardian _____ Date _____

Print name of Parent/Guardian