

Membership Agreement – D3 Team

This agreement is entered into as of this ___ day of _____, 2014 by and between the Southwest Collegiate Hockey League (“SCHL”) and each of the individuals and entities that have signed below (the “Participants”). SCHL and the Participants are sometimes hereinafter collectively referred to as “the Parties” or individually as a “Party.” This document is sometimes hereinafter referred to as the “Agreement.”

I. RECITALS

The Southwest Collegiate Hockey League is a non-profit corporation that is organized under the laws of the state of Texas. SCHL provides competitive, college-level hockey competition. The SCHL arranges and provides schedules, playing facilities, game officials, competition, tournaments and rules for the Participants.

The SCHL is affiliated with the National Collegiate Roller Hockey Association (“NCRHA”). The NCRHA is the governing body of collegiate roller hockey in the United States.

The SCHL is principally financed from the dues of its members, and related fees or penalties. Without the prompt payment of these sums, the SCHL would not be able to continue to exist and operate.

The Participants wish to be members of the SCHL and to participate in the SCHL’s 2014-2015 season.

II. AGREEMENT

In consideration of the recitals, covenants and conditions contained in this Agreement, and for valuable consideration, the Parties agree as follows:

- A. The Participants will enjoy all rights and privileges of membership in the SCHL.
- A.** The Participants will participate in, and complete, the SCHL 2014-2015 season.
- B.** The Participants will uphold the rules and guidelines of the SCHL and the NCRHA as they are set forth in the SCHL Policies and Procedures Manual and the NCRHA Policies and Procedures Manual (collectively the “Manuals”).
- C.** Participants agree to pay the total sum of \$3500.00, on time and without demand. This total sum will be paid on one of the following schedules (please check the appropriate schedule box) :
 - 1. One payment, made in full, due on or before November 14, 2014.
 - 2. Two installments. The first installment is due on or before November 14, 2014, in the amount of \$1775.00. The second installment is due on or before Jan 19, 2015, in the amount of \$1775. Participants will pay a fee of \$25.00 with each of the two installments, which is included in the above amounts.
 - 3. Four installments. The first installment is due on or before October 10, 2014, in the amount of \$900.00. The second installment is due on or before November 14, 2014, in the amount of \$900.00. The third installment is due on or before January 19, 2015, in the amount of \$900.00. The fourth installment is due on or before February 13, 2015, in the amount of \$900.00. Participants will pay a fee of \$25.00 with each of the four installments, which is included in the above amounts.
- D.** If the Participants fail to pay any installment required by section II.D of this Agreement within five (5) days of the due date, the SCHL, in its sole discretion, is entitled to demand immediate payment of the total sum, minus any amount previously paid. The SCHL may make this demand without giving the Participants prior notice.
- E.** In the event that any of the Participants, or any person participating in SCHL activities on behalf of any of the Participants, violate any rule or guideline set forth in the Manuals, or fail to promptly comply with sections II.D or II.E of this Agreement, the SCHL, in its sole discretion, will have any and all of the following remedies to the full extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the SCHL:
 - (1) To levy a fine on any of the Participants; or
 - (2) To suspend or expel any of the Participants from the SCHL.

III. GENERAL PROVISIONS

A. Entire Agreement

Except as otherwise set forth herein, this Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. No course of prior dealing between the Parties, no usage of the trade, and no parol or extrinsic evidence of any nature will be used or be relevant to supplement, explain or modify any term used in this Agreement. This Agreement is a product of negotiation and preparation by and among each Party. Therefore, the Parties acknowledge and agree that this Agreement should not be deemed prepared or drafted by one Party or the other and will be construed accordingly.

B. Counterparts

The terms of this Agreement are contractual and not merely recital. This Agreement may be signed in one or more counterparts, each of which will be deemed an original. Facsimile copies of this Agreement and the signatures hereto may be used with the same force and effect as the original. This Agreement will be deemed fully executed and effective when all Parties have executed at least one of the counterparts, even though no single counterpart bears all such signatures.

C. Modification Only In Writing

Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated, except by a subsequently executed instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

D. No Waiver

No failure to exercise and no delay in exercising any right, power, or remedy hereunder will impair any right, power or remedy which any Party may have, nor will any such delay be construed to be a waiver of any such right, power, or remedy, or any acquiescence in any breach or default hereunder; nor will any waiver of any breach or default of any Party hereunder be deemed a waiver of any default or breach subsequently occurring. All rights and remedies granted to any Party hereunder will remain in full force and effect notwithstanding any single or partial exercise of, or any discontinuance of, any action begun to enforce any such right or remedy. The rights and remedies specified herein are cumulative and not exclusive of each other or of any rights or remedies which any Party would otherwise have. Any waiver, permit, consent or approval by any Party of any breach or default hereunder must be in writing and will be effective only to the extent set forth in such writing signed by the Party to be charged and only as to that specific instance.

E. Non Exclusive Remedies

In the event of a breach of any provision of this Agreement, the SCHL, in addition to and not in lieu of the remedies expressly provided in this Agreement, will be entitled to exercise such remedies that exist at law or equity to enforce this Agreement, including but not limited to seeking specific performance.

F. Construction/Severability

This Agreement will be construed and interpreted to effectuate the intent of the Parties, which is to resolve completely those claims and disputes between the Parties, as more fully described herein. If any provision of this Agreement is determined to be invalid, void or illegal, such provision will be construed and amended in a manner which would permit its enforcement but in no event will such provision effect, impair or invalidate any other provision hereof. This Agreement will be construed without regard to the identity of the person who drafted its various provisions; each and every provision of this Agreement will be construed as though all of the Parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

G. Governing Law

This Settlement Agreement will be construed in accordance with and governed by the internal laws, other than choice of laws, of the State of Texas, regardless of where executed or performed.

