

Player Contract Agreement

Elite Level Athletics SE LLC

Our Mission

To train and develop youth baseball in the city of Chattanooga through instruction by former players at the next level. Our program is based around creating a competitive and structured environment in preparation for the next level. Challenging athletes to become the best version of themselves through sport.

Meet the Founder

Coach Julagay started his coaching career in 2018. Upon joining the Washington A's staff, he turned their offense around from .213, to .314 as a team. In 4 seasons, his programs won 200+ games over 7 age groups, while committing 30+ athletes to college programs across the NCAA and NWAC. At Pierce College in 3 seasons, the program saw win increases in each of the seasons with the program. In 2022, the Raiders finished 1 game short of the NWAC tournament finishing 35-10. In his time with the Raiders they moved on 4 Division I commits, and moved several other players across DII and NAIA programs. In addition, the Raiders also moved 2 players on through the MLB Draft and FA signings in his tenure with the Raiders. Julagay was a major part of the Raiders success, working with the hitters, catchers, infielders as well as handling the program's athletic communications. At Pierce he was the director of strength and conditioning. At EL1 in Redmond, Washington he worked with infielders, catchers, hitters and the program's strength program. With the Washington A's program, his team led the SEL in Average, XBH, and ERA. In conjunction with the Washington A's, Coach Julagay worked in part with University of Washington Baseball for 4 years in player development. In his time as a college coach and trainer he had 3 players drafted to MLB. Corbin Carroll, Tommy Takiyoshi, and Matt Scheffler.

Personal Information

Coach Julagay has a Masters Degree in Sport and Athletic Administration (Central Washington Univ.). Married 4 years to his wife Lindsey who is a teacher in the Hamilton County School District. Part of the Chattanooga community for 3 years.

Elite Level Athletics Southeast LLC is a private service provider who runs and operates remote and in person baseball operations for teams, coaches and its members. All signs, graphics, sites, social accounts are

copyright of the brand. ELA SE operates out of Ooltewah, TN. The brand Elite Level Athletics operates under ELA SE as a subsidiary name. All use and modification of the image, brand and likeness without expressed written consent of the program director is strictly prohibited.

Section I. Waivers and Liability

Athletes, parents and fans assume all risk and liability for participation in baseball and non baseball related activity surrounding Elite Level Athletics SE functions. The athletes, their parents and fans are at their own risk for attendance and participation of all events.

Section II. Insurance Agreement

➤ I, _____, as legal parents or guardian acknowledge are are aware of the risk involved with youth athletics. Elite Level Athletics SE is not responsible for injury to athletes, parents or fans. You have the right to remove your athlete at any time from practice, games or team functions. Baseball is a contact sport, we will do our best to protect the safety of your athletes but ultimately our game is unpredictable and accidents do happen. Elite Level Athletics does not assume any liability or responsibility to injured athletes, parents or fans.

☐ I have my own insurance _____
Or _____ (list provider)
☐ I do not have insurance

➤ _____
Parent/Guardian Signature

Section III. Player Fees

Player fees are due in full by **March 14th, 2027**. Player fee breakdowns are subject to change based on team schedule, roster size and age group. Player fee breakdown is available upon request. We are completely transparent with fees and charges. All proceeds go directly to the program to better facilities, equipment and more. *Failure to meet payment agreement can result in suspension of team activities, until a payment plan has been arranged or other circumstances agreed upon with ownership. Player fees are due in full regardless of situation unless explicitly written and signed off on by Ownership. The player fee is a legally binding contract and leaving the team early, any outstanding dues would be owed to the month of team exit. No refunds offered for prior months billing.

Section IV. Fundraising and Sponsorships

Elite Level Athletics will conduct fundraising activities throughout the season to raise team funds. If you have a company looking to sponsor please reach out to the program director. All players are expected to participate in fundraising team activities. We will do one community outreach event in which all attendance is required to give back to our city that blesses us with resources. We will give back to our city, and show our appreciation for its investment to our program. Additional sponsors from companies would go towards additional team gear, uniform options, facility rentals and more. Please contact coach with any options your companies might have available for supporting our program and its growth.

Section V. Code of Conduct

Elite Level Athletics has the right to refuse service from anyone. It is the responsibility of the parents/guardians of players and their fans to abide by all field and city ordinances when on events with Elite Level Athletics. Members of the program represent the program, and inappropriate fan conduct is strictly forbidden. All communication with field ref staff will come from and only from the direct head coach of the team and the president of baseball ops for Elite Level Athletics. Violation of this policy can lead to suspension from team activity for the athletes, parents or fans representing them. We respect officials, tournament staff and all party members in conjunction with putting on events and activities surrounding the team. We respect our teammates, we cheer them on. We keep talk in our dugout, with our team and respect others. We do not tolerate parent to parent conflict. Parents speak to other parents with respect, and not about other members/players. Parents/Guardians are expected to follow the rules and guidelines put in place by the program and its directors. Failure to abide by these terms will result in penalty. Parents/Guardians are not to speak to other players on the field negatively. *Any players, parents, fans, guardians, or spectators that do not abide by official rules, site rules, code of conduct, or other team policy will result in suspension or immediate removal from the program without refund.*

Section VI. Time and Commitment

Regular attendance at team mandatory practice and events is required as part of participation. Events will be communicated if they are optional but assume all team functions are mandatory unless explicitly communicated. During the offseason there will be weekly group workouts that are optional for extra work. Failure to comply and attend regularly could impact player playing time, or status of remaining on said team. Playing time is earned and not guaranteed. We are here to win games, not be fair with playing time. Our objective is to put the most competitive lineup on the field.

Section VII. Suspension or Ejection and Law

Our program's participants and spectators will respect officials. Behavior resulting in removal from a game is subject to suspension or removal from team activities. Coaches ejection may result in fines from partner affiliates. Repeated offenses will result in organization fine or removal of team activity attendance privileges. All members will abide by state, local and federal law during team activities. Any fine incurred by fans or coaching members will be the sole responsibility of the person committing the offense.

Section VIII. Team Commitment and Other Programs

Upon agreement with this contract, my athlete and I are under contract of ELA SE. All participation in other team activities besides school affiliated programs is prohibited while under contract to ensure the safety of the elites of ELA SE. While under contract between **August 1st, 2026 through July 31st, 2027**. Fall and spring rec season are permissible and playing with other groups when we are off is okay if approved by the coaching staff prior. Health and safety is our number one priority. Elite Level Athletics SE team functions should come before other commitments.

Section IX. Gameday Operations and Data Tracking

Each team is required to designate one or more members to be part of the data collection staff. This person will keep the official digital book for the team via GameChanger to keep team records, player history and game history documented. This position is to ensure the athletes on the field can focus on the task at hand. This position is reported by the head coach to the director of ops.

Section X. Culture

Elite Level Athletics SE does not tolerate any form of harassment, abuse or bullying. This is but not limited to cyberbullying as well. We foster a safe environment for our members, and will remove any members who do not

value the same culture we instill. Director of operations has the right to remove any members who do not create and encourage a safe space for families and athletes in part with the program.

Section XI. Equipment, Apparel and Fee Coverage

Player fees are to cover uniforms, practice uniforms, umpires, tournament fees, baseballs, facility rentals and other operational expenses. Player fees **do not include** travel expenses, hotels or additional scheduled events outside of the submitted schedule. Any travel will be announced at the first team meeting in August. Additional gear such as sweatshirts, merchandise and other games/tournaments are not included. Team bags, additional apparel and merchandise will be available through the team store once a year in the fall, additional orders may be subject to pricing changes and availability with vendors.

Section XII. Open Movement Program

Although our job is to train and develop the highest level of athletes our systems can, we want to ensure we put our best teams together. Players may play within their respected age groups, but may be asked to play up if the program director feels it is in the best interest of the player and the program. We are here to compete and put the best teams possible together.

Section XIII. Payment Methods and Refunds

Player fees can be paid through CashApp, checks can be made out to Josiah Julagay or cash with a written receipt. Receipts are generated through intuit and invoices are available. Payment programs must sign agreement and submit payments by the second Friday of every month. All balances must be settled by **April 1st, 2027.**

Player fee agreement of \$600.00.

This offer is broken down into the following payments due the last day of the month

<u>November 14th</u>	<u>\$100 Deposit</u>
<u>December 14th</u>	<u>\$125</u>
<u>January 14th</u>	<u>\$125</u>
<u>February 14th</u>	<u>\$125</u>
<u>March 14th</u>	<u>\$125</u>
<u>April 1st</u>	<u>Deadline for full balance</u>

This player fee includes 6+ tournaments, and an independent game schedule depending on tournament finish. Weather is subject to affect these numbers and games will be made up in the best means for the team. Elite Level Athletics does not issue refunds for withdrawal of players from the program. Our payments structure: we pay bills as we go through our payment plans and funds are paid on tournaments, uniforms and other team needs.

I acknowledge I have read and agree to the above conditions of payment, the player fee, and the commitment to payment of agreed to player fee.

➤

Parent/Guardian Signature

Section XIV. Playing Time and Chain of Command

Although we are here to develop and train, playing time is not guaranteed. We have no player minimums on playing time, and will work to put the best product on the field. If there is an issue with playing time, please go directly to your head coach to discuss. If you feel as if this issue is not resolved, program directors will then step in at the request of the guardians. If proper chain of command is not maintained this conversation will be put on pause and members will be directed back to the coaching staff of the team to resolve and then re-instate themselves when proper communication chains have been met. Regular practice attendance, player focus at practice, and work at home all contribute to playing time factors. Regular attendance is essential for player development that factors into playing time. We play to win games, we train to develop athletes. Conversations with playing time will not be handled at events, please ask to set a time outside of weekend competition to discuss playing time. On weekends our focus is to plan and scheme putting us in the best position to win games and tournaments. Time and attendance at all team functions can impact playing time. Missing games could be the reason your athletes not playing as much as you want as every player has a role and could be missing their opportunities to play by missing the games they could be getting into.

Section XV. Brand and Media Acknowledgement

Elite Level Athletics uses data and analytic tools to help maximize player growth. Games may be featured online through gamechanger and other media. ELA brands and markets through social account X and Instagram as well as through the domain elitelevelathleticsse.com I understand that players may be featured in team photos, team media and on the site.

Our goal is to market players in their goals of achieving a roster spot at a high school or college. Schools are regularly using X to recruit players and we position ourselves and our athletes in that market so they are seen and recruited using all tools and resources. Due to this, players may be featured on team announcements, media and the team site.

I acknowledge photos and video of training and games may be taken for website and brand purposes. I understand my athlete may appear on team media or website.



Parent/Guardian Signature

Liability Waiver

I understand injuries are a part of sport and have insurance for my athlete. I assume the risk of athletic participation and Elite Level Athletics is not responsible for injuries through participation of sport and events through Elite Level Athletics SE. Participants waive the right to sue for any claims arising from participation in Baseball and team related activities. (This includes, but not limited to batted balls, thrown balls, field conditions, unforeseeable circumstances.

Venue Clause Facilities, officials and coaches are not responsible for injury during participation. Activities function in the State of Tennessee and Georgia and cases cannot be brought against venues in participating states.

Indemnification Clause Participant agrees that they will be required to agree to pay for Elite Level Athletics defense costs as a company if participants do anything that causes you to be sued

Acknowledgment And Voluntary Assumption Of Risk, voluntarily accept all risks associated with athletic participation. (This includes but is not limited to field conditions, weather, thrown/batted objects, player to player injury, facility conditions, ect)

Release Clause Elite Level Athletics doesn't carry the burden of liability in the event of harm. My printed name and date on this document signify acknowledgement of this assumed risk and liability.

I am responsible for the actions and behaviors of my athlete. I accept responsibility of the actions of my players on and off the field in activities associated with Elite Level Athletics sports. I will complete the team waiver on our website prior to practices and workouts for the fall.

➤ _____
Parent/Guardian Signature

➤ _____
Athlete Name

➤ _____
Date

Code of Conduct and Payment Agreement

I acknowledge this agreement as contract and commitment to Elite Level Athletics and It's policies. I understand failure to meet payment requirements will result in suspension or removal from team activities until payment is met. I agree to abide by all policies and represent the brand of Elite Level Athletics and its affiliated partners. This contract is legally binding as statute of the State of Tennessee court of law. Voluntary removal of athletes from the team is acceptable, but any past due balances will be owed in full in departure or will be prosecuted as theft of service and goods. Full balance for future invoices may not be due, however any outstanding balances as laid in the payment structure on the above documents would be due at exit if behind on billing cycle. Billing cycles start the 1st of every month, and participation in the month of payment cycle would result in full months due for that month's balance.

Any issues with coaches, or a member of our staff will be handled through the head coach. If you have any issues, please reach out to the head coach and follow proper chain of command. Do not approach assistants after competition, please approach the program director Josiah Julagay with a conflict, and we are happy to set up a conversation to mediate any issues. Our goal is to have respect across all levels of our program, and talk through disagreements. We have our athletes best interest in mind, and our goal is to find a way to get the best out of each and every one of our players. They will be approaching high school soon, and our goal is to prepare them not only physically, but for the mental battle that goes along with playing at the next level. Our goal is to teach them how to not become good ball players, but to become great men. Teaching them skills outside of baseball, how to handle adversity, and take life skills on with them through sport.

Parent/Guardian Name

Player Under Contract

Date

Please attach a copy of the birth certificate, and insurance on the back of this agreement.

Signature



Elite Level Athletics Owner Signature
JOSIAH JULAGAY
PROGRAM DIRECTOR ELITE LEVEL ATHLETICS SE
Ooltewah, TN 37363 | Elite Level Athletics SE LLC

Upon signing this agreement, a \$100 deposit is due to secure your spot. Payment links will be emailed individually once we receive this contract back signed.

Payment Links will be emailed back through square

Alternate methods include

CashApp @EliteLevelAthLLC | Venmo @EliteLevelAthleticsLLC | Cash or Check to Josiah Julagay