

**Arlington Soccer Association (ASA)
Travel Program
GOVERNING AND OPERATING POLICIES**

Section: Finance Policies
Subject: Travel Fee Refund Policy

Number:
Date: June 2019

1.0 PURPOSE

As stakeholders of the Arlington Soccer Association’s (ASA) Travel Program,¹ travel players (“Players”) and the players’ families (“Player Families”) will have occasion to request refunds of their annual ASA Travel player fee (“ASA Travel Player Fee” or “Player Fee”). The procedures and practices contained within this Travel Fee Refund Policy (“Policy”) are designed to act as a guideline for the review and approval or denial of requested Player Fee refunds (“Refund Requests”). These procedures and practices are based on comparable practices of neighboring travel soccer programs and are in line with what is considered reasonable and customary. Refunds covered by this Policy are limited to monies paid for the annual ASA Travel Player Fee. Excluded fees include, but are not limited to, the ASA Travel Team deposit (which is non-refundable), team fees for the Player’s ASA Travel Team (as assessed for the Playing Year on a team-by-team basis), and any monies for other ASA non-Travel programs (e.g., Recreational, Developmental (or “ADP”), Mini Soccer, Junior and Pre-Academy, Super Y, Camps, and Clinics). Links to ASA soccer refund policies are available here: <http://www.arlingtonsoccer.com/about-us/bylaws-policies/refunds>.

Acceptance of an invitation to join an ASA Travel Team is a commitment to the Travel Program for the 12-month soccer year. ASA commits to providing the staffing, fields, equipment, and overall player development for a 12-month period. Expenses of the Club are incurred accordingly, with many expenses incurred 12 months in advance. As such, only in special situations will the ASA Travel Program consider a request for refund of some or all of the Player Fee.

Accordingly, this Policy is designed to accomplish the following key points:

- Ensure the clear understanding of the Player and Player Family commitment in accepting an invitation to join an ASA Travel Team.
- Communicate the limited scenarios where a Player Family may be entitled to be refunded some or all of their Player Fee.
- Ensure the fair and equitable enforcement of a consistent guideline for the granting of refunds.
- Provide the appropriate level of business controls to ensure that ASA’s finances are not jeopardized.

¹ Capitalized terms where not specifically defined have the meaning ascribed to them in the Arlington Soccer Association Travel Program Charter.

2.0 POLICY

2.1 General

Players accepting an invitation to join an ASA Travel Team must pay a non-refundable deposit. Failure to do so can void the Player's offer and cause the spot to be awarded to another Player. A roster spot is not accepted unless and until the non-refundable deposit has been paid and been deemed timely.

At the same time the deposit is paid, the Player and Player Family financially commit to payment of the *entire* Player Fee (or prorated portion thereof if a Player joins a Travel Team during a season) ("Player Fee Commitment"), which commitment is accomplished through a one-time payment or through agreement with ASA to make installment payments of the Player Fee, as such installment options are offered by ASA. No Refund Request will be considered unless a Player Family makes the full Player Fee Commitment for the Playing Year (or remainder thereof), which is defined as the period commencing with that Travel Team's fall practices, typically in mid-August, and lasting through that Team's spring season end, including any end-of-season tournaments.

When a Player and Player Family accept an invitation to join an ASA Travel Team, the Player takes a spot that could be offered to another qualified player. If, after accepting an invitation, the player withdraws from the ASA Travel Team, ASA's ability to replace the Player Fee of that Player is uncertain, and, therefore, the potential damages to ASA are difficult to determine. Accordingly, subject to the refund eligibility conditions set forth in Section 2.2 below, ASA, the Player, and the Player Family agree that the Player's total Player Fee is a reasonable estimate of the amount of damages that ASA would incur and that such amount of liquidated damages is fair and reasonable and does not act as a penalty to the Player or Player Family.

2.2 Refund Eligibility

Any Player meeting any one or more of the three criteria outlined below is eligible for a refund equal to a percentage of their Player Fee:

- **2.2.1** Any Player who incurs a serious injury lasting no less than three (3) consecutive months in duration during the Playing Year, is eligible to receive a refund as provided in this Section 2.2.1. Eligible Players missing three (3) consecutive months of play during the Playing Year will be entitled to a refund equal to 15% of their Player Fee. Eligible Players missing two separate periods of no less than three (3) consecutive months of play during the Playing Year will be entitled to a refund equal to 30% of their Player Fee. To be deemed eligible to seek a refund due to serious injury, in addition to proving the requisite length of injury, a Player must also include as part of the Refund Request a doctor's report, with information such as the condition of the Player, the probable duration of the injury, and any recommended physical therapy. The Player should state in the

Refund Request whether she/he intends to remain on the roster after recovering from the injury and completing any rehabilitation period. Injured Players are not entitled to a refund greater than 30% of their Player Fee, as the refund limits set by this Policy are deemed dispositive, subject to consideration given for an exception to this Policy, as provided under Section 3.0 below.

- **2.2.2** Player Families that relocate outside of league playing areas for the ASA Travel Program prior to October 1 of the Travel Year will be entitled to a refund equal to 15% of their Player Fee. Any Player Family that resides in the league playing areas for the ASA Travel Program as of October 1 of any given year will not be entitled to any refund due to relocation. Our league affiliates can be found – <http://www.arlingtonsoccer.com/programs/travel/league-affiliations>.
- **2.2.3** In the event a Player accepts an invitation to join an ASA Travel Team and subsequently pays ASA the current (or greater) portion due of their Player Fee, and, due to an inability to form a full roster, that Player's Team does not participate in Fall League Play, the Player Family is entitled to a 100% refund of any and all monies paid as contribution toward their Player Fee obligation.

In the event a Player is found to have met one or more of the three criteria above, and a proper Refund Request as provided for under this Policy is thus granted, the amount of Player Fee refund is applied to amounts already paid (not including the initial non-refundable Travel Team deposit) any outstanding balance due. If the refund equals or exceeds pending installment payments, such future payments are forgiven or excused, and ASA will be obligated to suspend automatic payment arrangements. Thus, a Refund Request may incorporate both an actual refund and possible abatement of unpaid installment payments on the Player Fee.

2.3 Refund Request Submittal and Requirements

Refund Requests submitted on behalf of a Player will only be considered if that Player or Player Family has made the Player Fee Commitment, as discussed in Policy § 2.1. All refund requests must be submitted in writing and signed by one of the Player's parents or legal guardians. Completed and signed Refund Requests should be submitted to the ASA Finance Director (available here: <http://www.arlingtonsoccer.com/about-us/staff>), with a copy sent to the Travel Committee Chairperson (available here: <http://www.arlingtonsoccer.com/get-involved/governance/travel-committee>). All Refund Requests must include supporting documentation as defined in this Policy or as requested by ASA in consideration of a particular Refund Request.

Whenever possible, Player Families should attempt to file Refund Requests prior to the end of the fall or spring seasons. Refund Requests will only be considered if submitted with appropriate supporting documentation no later than two weeks (measured as 14 days) following that Travel Team's last scheduled regular season league play game. Refund requests submitted more than two weeks following the end of that Player's Playing Year will not be considered for approval.

Any Refund Requests submitted due to relocation outside of the ASA Travel Program league playing area (pursuant to Policy § 2.2.2) must be accompanied by a valid VYSA Player/Team Status Form (available here: <http://www.vysa.com/docs/Player%20Team%20Status%20Form%202010.pdf>), including all required signatures.

3.0 RESPONSIBILITY & EXCEPTIONS

Each Player Family, the ASA Finance Manager, and the Travel Committee are responsible for complying with this Refund Policy.

The ASA Finance Manager is responsible for accurately reviewing Refund Requests for compliance with this Policy. All requests meeting the eligibility criteria established via this Policy shall be approved and paid by the ASA Finance Manager, per this Policy. All refunds approved by the ASA Finance Manger shall be reported to the Travel Committee on a monthly basis.

Any Refund Requests falling outside of this Policy and the eligibility limits under Section 2.2 herein will be submitted to the Travel Committee by the ASA Finance Manager for consideration of a possible Policy exception. Any and all Refund Requests seeking a Policy exception will be brought before the Travel Committee. No deviation from the eligibility limits of Policy Section 2.2 will be permitted unless approved by majority vote of the voting members of the Travel Committee following due consideration of the requested Policy exception. Any and all deviations from this Policy are committed to the Travel Committee's discretion, and all such decisions are final with no right of recourse or appeal.

4.0 ENFORCEMENT

Player Families that do not comply with this Policy may be subject to delay or withholding of reimbursement and/or the denial of a Refund Request. Complete payment of the Player Fee, and thus fulfillment of the financial commitment for the Playing Year, can only be excused by the granting of a timely submitted and fully compliant Refund Request. Unless excused by a granted Refund Request, failure to fulfill a Player's financial commitment for the Playing Year (through payment of the entire Player Fee) will result in the Player being deemed not in good financial standing. Any Player not in good financial standing – *i.e.*, with Player Fee paid in full or paid in full less the amount of an approved Refund Request) – will be deemed not in good standing under VYSA Rules, and his or her rights to register with another Club limited accordingly.

This policy will take effect 08/01/18 and will apply beginning with the 2018 Season and the 2018-19 Playing Year.

5.0 APPROVAL

Adopted and Approved as Amended by the Travel Committee – December 19, 2018.
Approved by the ASA Board of Directors – May 28, 2019.