



**The Long Island Astros**  
**2016 TEAM ORGANIZER AGREEMENT**

**Date:** \_\_\_\_\_

**Parties:** Long Island Astros, Inc., "Astros" or "the Corporation", and  
\_\_\_\_\_, "the Team Organizer"

**WHEREAS:**

the Long Island Astros, Inc. is a New York State not-for-profit Corporation organized in 2001;

the Corporation was formed to promote the playing of amateur baseball, the Corporation promotes the playing of amateur baseball by authorizing individuals to organize baseball teams having the right to play amateur baseball under the name "Long Island Astros" and requiring the teams organized under said authorization to wear the uniforms adopted by the Corporation;

the Corporation further promotes the playing of amateur baseball by arranging with school districts and municipalities for the right to have the teams organized under said authorization to play their home games on fields owned by said school districts and municipalities, the teams authorized by the Corporation have the obligation to play their games on said fields on the dates and at the times set up by the Corporation;

the teams authorized by the Corporation have the obligation to abide by the rules and regulations and code of conduct promulgated in the Corporation's by-laws;

the Corporation does not itself organize teams to play under the name "Long Island Astros";

the Corporation is recognized by amateur baseball leagues for authorizing only competent Team Organizers to organize teams having the right to play under the name "Long Island Astros";

that recognition enables Team Organizers authorized by the Corporation to have the teams that they organize be accepted to play in said amateur baseball leagues; and

the Team Organizer, by reason of the foregoing, desires by this agreement to be authorized to organize an amateur baseball team having the right to play under the name of "Long Island Astros".

**The Parties Agree To The Following Terms and Conditions:**

1. This Agreement will terminate on December 31, 2016 at 11:59 P.M.
2. The Team Organizer is authorized to form one or more amateur baseball team to play under the name "Long Island Astros".

3. The Team Organizer shall enjoy exclusively all the rights associated with that authorization. Those rights include exclusively the right to select the players, the right to establish the fee to be paid him by the players, or, in the case of minor players, their parents or guardians, and the right to select the leagues and the tournaments in which the team will play.

The privilege of a player to remain on the team is conditioned on his, or in the case of a minor player, his parents' or guardians' complying with the rules and regulations and code of conduct promulgated by the Corporation in its by-laws.

4. Although the Corporation is authorizing the use of the name "Long Island Astros" to the Team Organizer, the Corporation has no property rights in the team and no right to organize and run the team.

5. This Agreement neither grants the Team Organizer any rights in nor makes him a member of the Corporation.

The Team Organizer is not an agent of the Corporation. This agreement does not bestow on the Team Organizer any right or authority either to engage in business or enter into relationships on behalf of the Corporation.

With respect to the authority granted by this agreement, the Team Organizer is to advise all third parties with whom he conducts business or enters into a relationship that they are conducting business with or entering into a relationship with him, not the Corporation.

Third parties include vendors with whom the Team Organizer conducts business and team players, and, in the case of team players who are minors, their parents and guardians.

6. Third parties do not acquire any rights against the Corporation by reason of the execution of this Agreement.

This Agreement is being executed with the intent that third parties are not to acquire any rights against the Corporation by reason of the relationship that the Corporation is establishing with the Team Organizer.

As third parties, the team members and, in the case of minor players, their parents and guardians do not acquire any rights against the Corporation either directly or as beneficiaries of this Agreement.

7. Every player or, in the case of a minor player, his parents or guardians, are to sign a copy of the acknowledgment annexed to this agreement. The acknowledgment is intended to provide the Corporation written proof that the signers understand that they are entering into a relationship only with the Team Organizer and have no rights against

the Corporation arising out of this agreement or the relationship created by it with the Team Organizer.

8. Notwithstanding the provisions of Section 5 above, the Team Organizer is permitted to solicit charitable contributions for the Corporation. In doing so, he is to advise the person from whom he is soliciting the contribution that he is doing so for the Corporation.

All monies solicited by the Team Organizer as a charitable donation is to be in the form of a check drawn to the order of Long Island Astros, Inc. Upon clearing, the monies collected shall be turned over to the individual Team Organizer.

9. The Team Organizer has a fiduciary relationship with respect to the money given to him by the team players and, in the case of minor players, their parents and guardians. He is not to commingle those funds with his personal funds. He is to place all team-related funds in one or more separate accounts out of which he is to pay the expenses relating to organizing and running the team.

The Team Organizer is to pay expeditiously all expenses incurred by him in organizing and running the team.

This section does not impose an obligation on the Corporation to ensure that the Team Organizer complies with the obligations imposed by it on the Team Organizer.

10. The Team Organizer is to advise the appropriate officials of the leagues and tournaments in which his team participates of the dates that are given to him by the Corporation for the playing of the team's home games.

Out of necessity, the Corporation has the sole authority for establishing those dates.

The Corporation has no obligation to assign dates and the Team Organizer has no right to have the dates assigned until he has provided the Corporation with signed acknowledgments from all the team players or, in the case of minor players, their parents or guardians.

11. The Team Organizer is to maintain the insurance required by the Corporation, which may be obtained either from the Corporation or the league/leagues in which his team participates.

12. The Team Organizer is obligated to:

- a. Maintain the home fields before and after every game in compliance with Astros and school requirements. Failure to do so will result in the team losing field time for the season;
- b. Lock all equipment in the appropriate storage facilities after each game;
- c. Require players to wear the uniform approved by the Corporation;

- d. Require managers and coaches to wear the uniform approved by the the Corporation;
- e. Comply with all Rules and Regulations and Conduct of Code; and
- f. Require all players, managers, and coaches to comply with the Rules and Regulations and Conduct of Code.

13. This Agreement is conditioned on the Team Organizer's compliance with all its terms and conditions and with the rules, regulations, and standard of conduct set forth in the Corporation's by-laws, even if those by-laws are amended during the terms of this agreement.

If the Team Organizer fails to comply with said terms and conditions and rules, regulations, and standard of conduct, the Corporation shall have the option to terminate this agreement before the date on which it is to terminate. An exercise by the Corporation of said option will result in the termination of all rights created by this Agreement in favor of the Team Organizer.

Consistent with the team players' and, in the case of minor players, their parents' and guardians' acquiring no rights against the Corporation by reason of the execution of this Agreement and the relationship with the Team Organizer created by it, on the exercise of said option by the Corporation, the team players will have no right to continue playing amateur baseball under the name "Long Island Astros."

14. This Agreement is governed by New York law. The proper venue for resolving all disputes arising out of this agreement is Nassau County, New York.

I have read the above Team Organizer Agreement, and acknowledge that I fully understand and agree to the terms and conditions contained therein.

**Team Organizer:**

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Name: \_\_\_\_\_

**Long Island Astros, Inc./Corporation:**

Date: \_\_\_\_\_ By: \_\_\_\_\_

Al D'Elia

Date: \_\_\_\_\_ By: \_\_\_\_\_

Bill Cuttrone