



36563 AGENCY LOOP ROAD

CHILLOQUIN, OR. 97624

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**Participant's Contract**  
for  
**First Nations Golf Association Native Professional Golf Tour 2010**

This agreement is entered into with agreement between \_\_\_\_\_ known as the "PARTICIPANT" and the **First Nations Golf Association Native Professional Golf Tour (FNGANPGT)** known as the "PROVIDER". This agreement will provide the *participant* all scheduled **First Nations Golf Association NPGT** events for the 2010 Tour season. Upon signing of said agreement for participation, the *Participant* will adhere to the following:

**I. Conduct of Professional/Amateur Participants:**

- A. Once *participant* in on the Championship site of the First Nations Golf Association location, the *participant* will conduct himself as a professional at all times. Before, during and on completion of play the *participant* must conduct himself in a cordial manner.
- B. Any type of anger shown before play, during play or on completion of play, may result in a fine. Types of anger or related aggression that will not be allowed are finable up to \$1,000 or dismissal from Championship or the current tour year. Listed finable anger charges could include but are not limited to are as follows:
  - 1) Throwing of a club.
  - 2) Offensive language.
  - 3) Under the Influence of Drugs or Alcohol during competition.
  - 4) No gestures or behavior will be tolerated that is considered LUDE or offensive to colleges or spectators.
  - 5) Fighting will result in disqualification from the Championship event, a fine and the *participant* will be subject for review before the FNGA Board of Directors before participation may continue.
  - 6) Dispute with Championship rules officials during play.
  - 7) Anger due to poor play.
  - 8) Rude or obscene jesters toward your playing group members.
  - 9) Outburst towards spectators or Championship officials.

**II. Dress Code:**

- A. The *Participant* will have appropriate attire at all Championship events of the FNGANPGT.
  - 1) Slacks and collared/mock shirts must be worn at all times during competition.
  - 2) Shorts, non-collared shirts, sleeveless shirts and blue jeans will not be acceptable.
  - 3) The participant will not participate in any Championship event until appropriate attire is addressed.

**III. Drugs and Alcohol**

- A. Absolutely no alcohol or drugs will be shown, used or distributed during competition of any of the FNGANPGT sanctioned Championships or events.
- B. If there are signs of alcohol or drugs the *participant* will not participate in the Championship, entry fee will not be reimbursed and the *participant* will be fined for breeching signed contract.

**IV. Youth Golf Instructional Clinic(s)**

- A. The *participant* will be requested to teach youth clinics the game of golf, instruct or participate in any of the FNGA youth organized clinics/work based programs.
  - 1) Non-participation in youth instruction may result in fine or non-playability status for future events.
- B. The youth golf clinics will be held at the FNGANPGT Championships.
- C. Be a four caddie during youth golf events, for on course instructions, rules and leadership to our future participants.

#### **V. Illegal Solicitation**

- A. *Participant* may not use First Nations Golf Association, First Nations Golf Association Foundation or First Nations Golf Association Native Professional Golf Tour for the solicitation of funds, private deals or acquirement of materials, goods and services unless authorized by the FNGA Board of Directors.

#### **VI. Subject of Playability**

- A. The provider reserves the right of decision for the participation of the *participant* to play on the First Nations Golf Association Native Professional Golf Tour.
  - If *participant* gets hurt during play.
  - If other complications arise from medical, health or welfare of other participants.

#### **VII. Proof of Eligibility**

- A. *Participant* must have Tribal enrollment papers/enrollment number/CIB (Certified Indian Blood) card and/or proven blood quantum of Indian Decent to the *Provider* included with Player Contract or during signing of said contract. Copy of Enrollment card/papers must be sent with Player Contract for proof of Eligibility.
- B. Eligible *Participant(s)* are considered members of a Tribe of the United States, and/or Native of a reserve of a Providence(s) of Canada.
  - 1) Descendants of an Enrolled Tribal Member of a Tribe of the United States or Reserve of the Providence(s) of Canada must have signature of Tribal Enrollment Clerk of the Tribe being claimed of along with the copies of the Enrolled Father/Mother enrollment card/papers. Then the decision of play will be voted on by First Nations Golf Association Board of Directors to play on the FNGANPGT.
- C. Forged papers will result in dismissal from event entered and the Tour with no reimbursement of entry fee(s) for future event(s).

#### **VIII. Provider**

- A. Upon signing of said contract and payment, the *Provider* will provide the participant the following;
  - 1) Tour Card for proof of participation.
  - 2) Rules and Regulations (*Notice to Competitors*) of Championship Event Play.
  - 3) Receipts for payment of each Event entered.
  - 4) Championship Schedule.
  - 5) W-9 Form
  - 6) 1099 Form for Revenue on the FNGANPGT.

#### **IX. Marketing of Participant**

- A. *Provider* does have the right to approve on behalf of individual athletes and members the use of athlete and member names, photographs and likenesses in advertising in which primarily promotes the Association.
- B. *Provider* expressly understands that any athlete or member has the right to use, accept, or endorse any product received from anyone in competition with Sponsor. Association will,

however, encourage all Association athletes and members to accept and use the products supplied by Sponsor to the First Nations Golf Association.

- C. The *Provider* does not have the right or own any part of *Participant* or the right to any funds or right to *Participants* endorsement of products received from other sponsorship or other association rights under member names, photographs and likenesses in advertising of *Participants* own self.

#### **X. Participant**

- A. The *Participant* upon signing of said contract will include remuneration in the amount of the tour card fee and sent to address listed below.
  - 1) FNGA, 702 Humphrey Place, Burlington, WA. 98233-4043
- B. *Participant* is liable for any caddie fees for Championship play, side pot fees during Championship play and any non-sufficient funds upon check return to *Provider*.
- C. Non-sufficient funds check fee will be \$75 per check (paid in cash) and *Participant* will pay in other form of remuneration than a personal check for future entry fees.

#### **XI. Entry Fee and Tour Card for 2010 Season**

- A. Payment of entry fee must be made by entry fee deadline for Tour Event with the 2010 FNGANPGT Official Entry Form.
- B. If a *Participant* does not make the entry fee deadline and Championship participation is still available, a Championship Entry Fee is due, plus Championship Entry Fee late Charge of \$100 per Championship will be paid in cash at the Championship registration table prior to Championship play.
  - 1) Late charge shall be deducted from purse distribution amount if not paid.
- C. Tour card is based on one calendar tour season January 1<sup>st</sup>, 2010 to December 31<sup>st</sup>, 2010.

#### **XII. Entry Fee Reimbursement**

- A. Entry Fee reimbursement is not to be refunded after the deadline of any entry deadline for Championship play under the rules and regulations of the FNGA.
- B. Reimbursement will only occur with death of immediate family member prior to championship play.
- C. If you have chosen one of the payment plans of (8) event(s) or the (4) major event(s) payment plan, the following will apply;
  - 2) Non-Reimbursement of entry fee for payment plan for (8) event(s):
    - a) Participant fails to make tee time for one of eight events.
    - b) Participant fails to call before entry deadline of tournament.
  - 3) Reimbursement may occur from following:
    - a) Participant has a medical issue, family emergency or death in family.
- D. NOTE: In all reimbursement matters, the reimbursement may be subject to other costs subtracted from entry fee due to costs incurred by the FNGA.

### **Tour Card is \$100.00**

- Tour card valid through 12-31-2010, includes Card, FNGA Logo hat or Shirt and Membership to FNGA.

Participant playing as Professional.

Participant playing as Amateur.

Signage of said agreement allocates *Participant*, as a *Participant* on said Tour, “**2010 First Nations Golf Association Native Professional Golf Tour**”, and is liable for the agreement stated above of said CHAMPIONSHIP(S), and Rules and Regulation as stated by the **First Nations Golf Association Board of Directors**. Obligations of the *Provider*, **First Nations Golf Association** are liable for the agreement stated above.

\_\_\_\_\_  
**Tribal Affiliation**

\_\_\_\_\_  
**Roll#**

\_\_\_\_\_  
**Tribal Affiliated Phone Number**

\_\_\_\_\_  
**Participant Signature**

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