NIAGARA FALLS JUNIOR CANUCKS INC.

BILLET HOST AGREEMENT

SAMPLE — FOR INFORMATION ONLY

This is a sample of the Billet Host Agreement, provided so that prospective host families can read it before applying. It is not an offer and creates no obligation. The agreement to be signed will be provided during the placement process and may differ from this sample.

Thank you for opening your home to a Niagara Falls Canucks player. Billet families are an important part of our organization and help provide players with a safe, supportive and welcoming home away from home. This Agreement sets out the expectations of Niagara Falls Junior Canucks Inc., the Host Family and the Player so that the billet experience is safe, positive and rewarding for everyone involved.

1. Definitions

1.1 In this Agreement:

(a) **"Agreement"** means this Billet Host Agreement, including Schedule "A" and any schedule or amendment to it;

(b) **"Host Family"** means the individual or individuals who have signed this Agreement and who provide accommodation to the Player, and includes every adult who ordinarily resides in the Residence;

(c) **"NFJCI"** means Niagara Falls Junior Canucks Inc.;

(d) **"Player"** means the Niagara Falls Canucks player residing with the Host Family;

(e) **"Residence"** means the dwelling in which the Host Family provides accommodation to the Player; and

(f) **"Season"** means the Niagara Falls Canucks playing season to which this Agreement relates, including training camp, the pre-season, the regular season and the playoffs.

1.2 Schedule "A" is incorporated into and forms part of this Agreement, except that NFJCI is not a party to the financial arrangements recorded in it.

2. Term

2.1 This Agreement takes effect on _____, 20___ and continues until the end of the Season, unless terminated earlier in accordance with section 15.

2.2 This Agreement does not renew automatically. A new agreement will be signed for each Season.

3. NFJCI Responsibilities

3.1 NFJCI will:

(a) use reasonable efforts to match the Player with a Host Family suited to the household;

(b) provide the Host Family with the team schedule, curfews and team rules applicable to the Player, and notify the Host Family of material changes to them;

(c) provide the Host Family with two (2) Niagara Falls Canucks season tickets for each Player billeted, for the Season;

(d) identify a member of the coaching or management staff as the Host Family's point of contact, and respond promptly to concerns raised by the Host Family; and

(e) conduct the screening described in section 9 in respect of the Player.

3.2 The season tickets referred to in subsection 3.1(c) are provided by NFJCI as recognition of the Host Family's contribution. They are not consideration for the billet fee, are not transferable for value and will be returned or cancelled if the placement ends before the end of the Season.

4. Host Family Responsibilities

4.1 The Host Family will:

(a) provide a safe, clean, family-oriented and non-smoking home;

(b) treat the Player as a member of the family and provide mentorship, encouragement and positive role modelling;

(c) provide a private bedroom for the Player or, if approved in advance by NFJCI, shared accommodation with another Niagara Falls Canucks player only;

(d) provide reasonable access to bathroom, laundry, kitchen and common living facilities;

(e) provide three nutritious meals daily and reasonable healthy snacks;

(f) be familiar with team schedules, curfews and expectations, and communicate concerns to NFJCI;

(g) permit the Player to do his own laundry and maintain his living space;

(h) limit household duties to reasonable family chores;

(i) immediately report to NFJCI any concern regarding the Player's welfare, safety, health, conduct or compliance with team rules; and

(j) comply with the insurance and screening requirements in sections 8 and 9.

4.2 The Host Family is **not** responsible for:

(a) supplying supplements, protein powders, vitamins or specialized athletic diets;

(b) laundering the Player's personal clothing or equipment;

(c) supplying the Player's personal hygiene products, spending money or telephone service; or

(d) transporting the Player, as set out in section 6.

5. Player Responsibilities

5.1 The Player will:

(a) respect the Host Family, their home, property and household rules;

(b) be courteous, respectful and helpful at all times;

(c) not possess, use or distribute alcohol, cannabis, tobacco or vaping products, illegal drugs or non-prescription narcotics;

(d) keep the Host Family reasonably informed of his whereabouts and expected return times;

(e) notify the Host Family if he will be absent for a meal;

(f) keep the Host Family informed of changes to practice and game schedules;

(g) supply his own personal hygiene products and personal spending money;

(h) use a personal cellular telephone for his own communications;

(i) keep his personal living areas clean and orderly;

(j) perform his own laundry, unless otherwise agreed;

(k) assist with reasonable household chores when requested;

(l) comply with team curfews, and remain overnight away from the Residence only with the knowledge of the Host Family and in compliance with team rules;

(m) if enrolled in high school, college, university or other educational programming, make reasonable efforts to attend and succeed academically; and

(n) conduct himself in a manner that reflects positively on the Host Family, NFJCI, the Niagara Falls Canucks and the Ontario Junior Hockey League.

6. Transportation

6.1 The Host Family is **not** expected to drive the Player to or from school, practices, games, team functions, medical or dental appointments or any other activity. Arranging his own transportation is the responsibility of the Player.

6.2 If the Host Family chooses to transport the Player, it does so voluntarily and at its own discretion, and section 8 applies.

6.3 The Host Family is not responsible for booking medical, dental or other appointments for the Player.

7. Billet Fees

7.1 Billet fees are payable directly by the Player, or the Player's parent or legal guardian, to the Host Family, at the rate and with the frequency recorded in Schedule "A".

7.2 NFJCI is not responsible for the payment, collection, enforcement or resolution of any dispute relating to billet fees or other financial arrangements.

7.3 If the placement ends part way through a payment period, the billet fee for that period will be adjusted pro rata as of the date the Player ceases to reside in the Residence, and any overpayment will be refunded to the payor within thirty (30) days.

8. Insurance

8.1 The Host Family will maintain homeowner or tenant insurance, including personal liability coverage, throughout the term of this Agreement.

8.2 The Host Family will advise its insurer that a billeted player will reside in the Residence, and will satisfy itself that doing so does not void or limit its coverage. Many residential policies restrict or exclude coverage where a boarder resides in the home.

8.3 If the Host Family transports the Player at any time, it will maintain automobile insurance in accordance with law throughout the term of this Agreement.

9. Screening

9.1 Before a Player is placed, and at any time on request by NFJCI, every adult who ordinarily resides in the Residence will provide a current police record check including a vulnerable sector check, at the expense of NFJCI.

9.2 The Host Family will notify NFJCI promptly if another adult begins to reside in the Residence during the term of this Agreement.

9.3 NFJCI may decline or end a placement if a check is not provided or if its contents give NFJCI reasonable cause for concern.

10. Safety and Reporting

10.1 The welfare of the Player is paramount.

10.2 Any concern involving abuse, harassment, discrimination, bullying, criminal conduct, substance abuse, self-harm, serious mental health concerns, police involvement or any other issue affecting the Player's safety or well-being will be reported to NFJCI immediately.

10.3 Nothing in this Agreement limits any obligation at law to report a child in need of protection to a children's aid society, or to contact emergency services. Where there is an immediate risk to any person, emergency services will be contacted first and NFJCI notified as soon as possible afterwards.

11. Property Damage

11.1 NFJCI is not responsible for loss, theft, damage or destruction of property belonging to the Host Family, the Player, the Player's family or any third party.

11.2 Any claim relating to damage allegedly caused by a Player will be addressed directly between the Host Family and the Player and the Player's parent or legal guardian.

12. Release, Waiver and Indemnity

12.1 **READ THIS SECTION CAREFULLY. IT LIMITS LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

12.2 Billet placements involve inherent risks. In consideration of NFJCI arranging and facilitating the billet placement, the Host Family, the Player and the Player's parent or legal guardian release and discharge NFJCI, the Niagara Falls Canucks and their directors, officers, employees, coaches, volunteers and representatives from all claims, demands, actions, damages, losses, costs and

expenses arising from ordinary negligence and relating directly or indirectly to personal injury, illness, mental distress, death, property damage, transportation, billet fee disputes, or the placement, supervision, relocation or removal of a Player.

12.3 This release does not apply to gross negligence or wilful misconduct, and does not limit any liability that cannot be excluded at law.

12.4 The Player's parent or legal guardian agrees to indemnify and hold harmless NFJCI, the Niagara Falls Canucks and their directors, officers, employees, coaches, volunteers and representatives against any claim brought by or on behalf of the Player in respect of a matter released under subsection 12.2.

12.5 NFJCI does not guarantee the suitability, conduct, safety or compatibility of any Host Family or Player.

12.6 Each party acknowledges having read and understood this section, having had the opportunity to obtain independent legal advice, and having signed this Agreement voluntarily.

Host Family initials: _____ Player initials: _____ Parent or guardian initials: _____

13. Privacy and Confidentiality

13.1 The Host Family will keep confidential any personal, medical, educational or family information concerning the Player obtained through the billet relationship, except where disclosure is necessary to protect the Player's health, safety or well-being or is otherwise required by law.

13.2 The Player and the Player's parent or legal guardian will keep confidential any personal information concerning the Host Family obtained through the billet relationship, on the same terms.

13.3 NFJCI will collect, use and disclose personal information obtained under this Agreement only for the purpose of administering the billet program, and will retain it only as long as necessary for that purpose.

14. Photographs and Publicity

14.1 NFJCI may wish to photograph or interview the Host Family, or refer to the Host Family by name, in team communications, on its website or on social media.

14.2 NFJCI will obtain the Host Family's consent in writing before doing so. Consent may be withheld or withdrawn at any time, and withholding consent will not affect the placement.

15. Termination

15.1 NFJCI may relocate or remove a Player at any time.

15.2 The Host Family may end a billet placement by giving NFJCI fourteen (14) days' notice, or immediately where the Host Family reasonably considers that the continued placement presents a risk to any person in the Residence.

15.3 On termination, section 7.3 applies to any prepaid billet fee, and sections 12 and 13 survive.

16. No Tenancy

16.1 A billet placement is a temporary family accommodation arrangement. It does not create a landlord and tenant relationship or any tenancy right, and the parties acknowledge that the *Residential Tenancies Act, 2006* (Ontario) does not apply to it.

17. Notices and Contact

17.1 For questions, concerns or emergencies relating to a billet placement, please contact:

Frank Pietrangelo, Head Coach
Cell: 905-329-4017
Email: nfjrcanucks@aol.com

17.2 Notices under this Agreement may be given personally, by email or by ordinary mail to the addresses recorded on the signature page, and are deemed received on the day of personal delivery or transmission by email, or on the third business day after mailing.

18. General

18.1 This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable in it, and the parties attorn to the jurisdiction of the courts of Ontario.

18.2 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior understandings.

18.3 This Agreement may be amended only in writing signed by all parties.

18.4 If any provision of this Agreement is held to be invalid or unenforceable, that provision will be severed and the remainder will continue in force.

18.5 This Agreement may be signed in counterparts and delivered electronically, and each counterpart when so delivered will be an original and all of them together will constitute one and the same agreement.

19. Acknowledgement and Signatures

Each of the undersigned has read this Agreement, understands it and agrees to be bound by it.

HOST FAMILY

Name: _____

Name: _____

Address: _____

Email: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

PLAYER

Name: _____

Signature: _____ Date: _____

PARENT OR LEGAL GUARDIAN

Required where the Player is under the age of 18, and in every case for the purposes of section 12.

Name: _____

Email: _____

Signature: _____ Date: _____

NIAGARA FALLS JUNIOR CANUCKS INC.

Per: _____ Date: _____

Name and title: _____

I have authority to bind the corporation.

SCHEDULE "A"
BILLET FEE ACKNOWLEDGEMENT

This Schedule is between the Host Family and the Player and the Player's parent or legal guardian. NFJCI is not a party to this arrangement and has no obligation under it.

Player: _____

Host Family: _____

Billet fee: $_____ per ❑ week ❑ month

Payable on: _____ (day of each week or month)

Payment method: ❑ cheque ❑ e-transfer ❑ other: _____

First payment due: _____, 20___

The undersigned acknowledge and agree that:

1. the billet fee is payable directly to the Host Family;
2. NFJCI is not responsible for collecting, paying, enforcing or guaranteeing payment of the billet fee;
3. any dispute concerning the billet fee will be resolved directly between the Host Family and the Player and the Player's parent or legal guardian;
4. if the placement ends part way through a payment period, the billet fee for that period will be adjusted pro rata and any overpayment refunded within thirty (30) days; and
5. this Schedule does not create any obligation on the part of NFJCI.

SIGNED

Host Family name: _____

Signature: _____ Date: _____

Player name: _____

Signature: _____ Date: _____

Parent or guardian name: _____

Signature: _____ Date: _____