

Dear Donald Sun and the AVP Staff,

My name is Tarin Keith. I am writing on behalf of my fellow athletes who have some questions pertaining to the AVP player agreement. I have reached out to the players to make sure we get all of our questions answered prior to the 1st event. For the sake of transparency and honest communication, I have cc'd those who responded to my email. Our goal here is to open up the lines of communication between the players and the AVP so that there are no issues going into the 1st event.

We, the players, would like to receive a response by Sunday August 11th, as registration for Manhattan Beach AVP closes Sunday at 5pm PST. This will allow us to make an informed decision.

As players who all love this sport, our real goal is to play every event possible. However, we also want a fair contract that allows us to play when and where we want. It seems as though, the item that is causing the biggest issue is the "exclusivity clause". Those of us who are not "featured" players and have not been compensated to be "exclusive", would like some additional information. Please see our questions below.

- What player's agreement will the players be signing?
  - Is it a 4 year agreement or 1 year agreement?
  - Is there an exclusivity clause? If so, what does it say?
  - Will the AVP share the agreement with the players prior to the event (preferably attached in the reply to this email)?
- Is the AVP willing to remove the exclusivity clause from the agreement for players who are not compensated outside of the prize money that they win?
- Are the players going to be required to sign the agreement before they play in the qualifier? Or only after they qualify?
- What is the age requirement for signing the agreement? ie: If a 14 year old player wants to play, how will that be handled?
- What are the AVP guidelines for granting a player dispensation? Specifically, the NVL event in Vegas 2013.
- Do we have to ask for dispensation to play in smaller local events? ie: cbva, eevb, motherlode, waupaca boatribe, potstown rumble, seaside, norceca, fudpuckers, etc...
- What if we decide to play in an event last minute and do not have 14 days to ask for dispensation?
- What are the guidelines for penalties if a player chooses to play in a non-avp sanctioned event without asking for dispensation?
- What are the guidelines for penalties if a player chooses to play in a non-avp sanctioned event if dispensation is denied?
- Are you allowing foreign players to play on the AVP tour? What

- documentation do they need?
- If a player signed the NVL agreement, will that player be allowed to play in AVP events? (considering that the NVL is allowing players to play any event they choose to play in)

I know we have a lot of tough questions, but we are at a crossroad and these items need to be discussed. We appreciate everything the AVP is doing to put on top notch volleyball tournaments. However, there is not enough money in our sport to support the top 20 players, let alone the top 64 players. We have all made sacrifices both financially and personally, while training and devoting years of our lives to this sport. We all want the sport of beach volleyball to grow and flourish. We understand that this is a business, but please remember that the players are your commodity. By simply removing the exclusivity clause, this whole problem goes away.

Please feel free to call or email me with any comments, questions or concerns that you may have.

Thank you and volley on!