

**THIS IS A LEGAL DOCUMENT – BY SIGNING YOU WILL BE BOUND BY
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT**

STANDARD PLAYER AGENT AGREEMENT



BETWEEN:

("the Player")

AND:

("the Company")

**THIS STANDARD PLAYER REPRESENTATION AGREEMENT MUST BE
LODGED WITH THE AFLPA WITHIN 14 DAYS OF SIGNING**

STANDARD PLAYER REPRESENTATION AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 20__.

BETWEEN: *[Insert Player Name]* of *[Insert Address]* (“**the Player**”)

AND: *[Insert Company Name]* of *[Insert Address]**[insert ACN]* (“**the Company**”)¹

BACKGROUND:

- A. The Player is or desires to become a professional Australian Rules footballer.
- B. The Company provides management services to professional athletes including AFL players and engages Agent/s accredited under the AFLPA player agent accreditation scheme.
- C. The Player wishes to engage the Company to provide athlete management services to the Player as set out in this Agreement.
- D. This Agreement sets out the terms and conditions of engagement between the parties.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

1.1 In this Agreement unless the context otherwise requires or permits:

- (a) “Accredited Agent” means an agent accredited under the Regulations.
- (b) “AFLPA” means the Australian Football League Player’s Association Inc.
- (c) “Agreement” means this standard player agent agreement as issued by the AFLPA and executed between the parties.
- (d) “CBA” means the Collective Bargaining Agreement between the AFL and AFLPA governing the AFL Seasons from 2007 through to 2011 or such subsequent agreement between the AFL and AFLPA which sets out the employment conditions and minimum standards applying to Players.
- (e) “Committee” means the Executive Committee of the AFLPA.
- (f) “Fees” means the amounts payable by the Player to the Agent in accordance with this Agreement and as set out in **schedule item 2**.
- (g) “Football Payments” means all monies paid to the Player under his Playing Contract but excluding:
 - (i) any non-cash benefits;
 - (ii) any relocation or living allowance;

¹ Note – this Standard Agreement is not intended to apply to arrangements where a Player has licensed or assigned the right to use his image to a third party (such as a trust). In such circumstances, a separate agreement should be entered into between the third party and the Company governing the rights and responsibilities of the Company in relation to the exploitation of the Player’s Image.

Player: _____

Agent: _____

- (iii) any education or training assistance; and
- (iv) any prizemoney received by the player for winning an award or playing in AFL finals matches.
- (h) "GST" has the same meaning as in the A New Tax System (Goods & Services Tax) Act 1999 (C'th).
- (i) "Insolvent" means becomes bankrupt or insolvent, is unable to pay its debts as they fall due, goes or is put into liquidation or dissolution (other than by way of merger or reconstruction), makes any compromise, assignment or composition with its creditors generally, has a trustee in bankruptcy, receiver, manager, secured creditor or other custodian appointed to or taking possession of all or a substantial part of its assets or business, or otherwise to take advantage of bankruptcy or insolvency laws in Australia.
- (j) "Playing Contract" means a contract between the Player and an AFL Club including any variation(s) in the form/s of the Standard Playing Contract, Rookie Contract and/or Additional Services Agreement as from time to time prescribed by the AFL.
- (k) "Regulations" means the AFLPA Regulations Governing Accredited Agents (including the Code of Conduct) as amended from time to time.
- (l) "Services" means the professional athlete management services provided to the Player by the Company in accordance with this Agreement as described in **schedule item 1**.
- (m) "Team Management" means head coach, assistant coaches, team manager, trainers, strength conditioners, physiotherapists and doctors.

2. TERM

- 2.1 This agreement will commence on the date of signing by both parties ("Commencement Date") and subject to earlier termination, will end on:
- i. **[insert date]**; or
 - ii. 31 October in the final year of the Player's Playing Contract which has been negotiated by and on behalf of the Company by an Accredited Agent during the term of this Agreement,
- whichever is the earlier (the "Term").
- 2.2 There is no option to renew or extend this Agreement.
- 2.3 This Agreement shall not automatically rollover or continue upon expiry of the Term.

3. APPOINTMENT

- 3.1 In consideration of the Company complying with the terms of this Agreement and subject to **clause 8 - Final Year Negotiations**, the Player hereby appoints the Company to be the Player's exclusive manager for all of the Services for the Term.
- 3.2 The Company accepts the appointment subject to the terms and conditions set out in this Agreement.
- 3.3 The Company agrees that at all times during the Term of this Agreement it will retain the services of an Agent/s accredited under the Regulations.

Player: _____

Agent: _____

4. ACCREDITED AGENT OBLIGATIONS

4.1 The Company agrees to:

- (a) provide the Services in a lawful manner in accordance with the instructions of the Player throughout the Term;
- (b) abide by the terms of the Regulations and Code of Conduct made under such Regulations and ensure, so far as is reasonably practicable, that each Agent it engages to provide the Services complies with the Regulations and the Code of Conduct;
- (c) ensure that each Agent engaged by the Company shall maintain his or her status as an Accredited Agent throughout the Term;
- (d) provide to the Player on or before 31st October each year, an itemised statement covering the period 1 July through 30 June of the previous financial year which separately sets out all fees charged to the Player and any expenses incurred in connection with any Services performed under this Agreement;
- (e) establish and maintain throughout the period of representation, a comprehensive file and/or record of all services performed including but not limited to, notes and memoranda regarding contract negotiations, Fees, representation agreements and Playing Contracts and to deliver the same to the Player within 30 days of being requested to do so;
- (f) disclose all material facts to the Player which relate to the subject of the Player's contract negotiations; and
- (g) disclose the existence of any arrangement the Company and/or any Accredited Agent engaged by it has to receive fees, commissions, money or any other benefit from a third party in relation to services provided to the Player or for recommendation, endorsement or referral of the third party to the Player by the Company and/or any Accredited Agent engaged by it;
- (h) ensure that an Accredited Agent engaged by it shall meet with the Player on a regular basis within each year of the Term, and in a face to face setting, to review the performance of this Agreement by both parties, unless the Player advises the Company that the Player does not wish to do so;
- (i) provide the Services and perform its obligations under this Agreement in a timely manner and in accordance with generally accepted standards in the field of professional sports management and with due care, skill and diligence and to at all times act in the best interests of the Player; and
- (j) keep the Player fully informed throughout the Term as regards any and all details of negotiations undertaken on the Player's behalf.

4.2 The Company agrees not to engage in any other activity which creates an actual or potential conflict of interest with the effective representation of the Player, without discussing such conflict of interest with the Player (as soon as practicable after the relevant facts have come to the knowledge of the Company and / or any Accredited Agent engaged by it) and securing his consent to such conflict. For the purposes of this clause, it is acknowledged that the representation by a Company of two or more Players (even if from one AFL Club) shall not itself be deemed to be prohibited by this provision.

4.3 This Agreement shall not vest the Company nor any Accredited Agent engaged by the Company with any authority (either ostensible or otherwise) to execute agreements on behalf of the Player or otherwise commit the services of the Player to a third party unless specifically authorised by the Player.

Player: _____

Agent: _____

5. PLAYER OBLIGATIONS

- 5.1 The Player agrees to:
- (a) subject to **clause 5.2**, pay to the Company the Fees in accordance with **schedule item 2**.
 - (b) notify the Company of any change in address or telephone number within seven days of that change;
 - (c) direct all marketing or promotional offers made to the Player to the Company for negotiation where this Agreement provides for the exclusive provision of Services relating to procuring marketing and promotional opportunities for the Player;
 - (d) disclose all income received by the Player relating to the Services, including copies of corresponding agreements; and
 - (e) do all things reasonably necessary to assist the Company its employees and contractors to carry out it's obligations under this Agreement.
- 5.2 The obligation of the Player to pay the Fee is subject to the Company performing the Services and providing the Player with a valid tax invoice specifying the amount due and including a description of the Services provided by the Company during the relevant invoice period.

6. PAYMENT OF FEES & EXPENSES

- 6.1 The payment of the Fee by the Player shall be made by the Player to the Company:
- (a) in *[insert number]* equal instalments during each year of the term of the Playing Contract within 14 days of receipt by the Player of a valid tax invoice specifying the amount due and including a description of the Services provided by the Company; or
 - (b) in such other manner as agreed by the parties in writing.
- 6.2 In the ordinary course of events, but subject to **clause 7.2**, the Company will be entitled to receive its Fee for the performance of the Services under this Agreement once the Player receives the compensation upon which the Fee is based.
- 6.3 Except where this Agreement is terminated under **clause 7.2**, the Company shall continue to be entitled to receive from the Player payment of the component of the Fee specified in **Schedule Item 2** on income earned by the Player from marketing and promotional arrangements arising directly from an agreement (not including a renewal, extension or variation made after the termination or expiration of this Agreement) negotiated by the Company during the Term of this Agreement.
- 6.4 Except as otherwise set out in this Agreement or approved in advance by the Player to be reimbursable, all expenses incurred by the Company, its employees and contractors in the performance of this Agreement shall be solely the Company's responsibility and shall not be reimbursable by the Player.

7. TERMINATION

- 7.1 Where the Player is in material default of his obligations under this Agreement and such default is not remedied within fourteen (14) days of the Player receiving written notice from the Company of such default, the Company may terminate this Agreement upon providing written notice to the Player. Termination in this manner shall not exclude the obligation of the Player to pay the Company the Fee the Company is duly entitled to under **clause 5.1** of this Agreement for the Term.

Player: _____

Agent: _____

- 7.2 Where the Company is in material default of its obligations under this Agreement and such default is not remedied within fourteen (14) days of the Company receiving written notice from the Player of such default, then the Player may terminate this Agreement upon providing written notice to the Company. Following termination in this manner, the Company shall forfeit the right to receive any further fees and shall refund a pro-rata portion of any advance fee payment received.
- 7.3 The Player shall also have the right to terminate this Agreement in writing immediately upon the:
- (a) failure by the Company to lodge this Agreement with the AFLPA as required by the Regulations; or
 - (b) the Company becoming insolvent.

Following termination in accordance with this **clause 7.3**, the Company shall not be entitled to receive any further fees and shall refund a pro-rata portion of any advance fee payment received as it relates to the period post-termination.

- 7.4 Notwithstanding the provisions of **clauses 7.1 – 7.3** above, either Party to this Agreement may terminate it without cause on the giving of three (3) months notice in writing to the other Party. Termination by:
- (a) the Player in accordance with this clause shall not exclude the obligation of the Player to pay the Company the Fees the Company is duly entitled to under **clause 5.1** of this Agreement for the Term;
 - (b) the Company in accordance with this clause, shall result in the Company not being entitled to receive any further fees and require the Company to refund a pro-rata portion of any advance fee payment received as it relates to the period post-termination.

8. FINAL YEAR NEGOTIATIONS

- 8.1 A Player shall be entitled to utilise the services of a different company which engages agent/s accredited under the Regulations during the final year of this Agreement, provided that this shall not remove the obligation of the Player to pay the Company the Fees the Company is duly entitled to under this Agreement.
- 8.2 In the event a Player desires to utilise the services of a different company, which engages agent/s accredited under the Regulations, during the final year of this Agreement pursuant to **clause 8.1** above, the Player is required to make an election in writing notifying the Company and the relevant AFL Club, which third party shall conduct any negotiations on his behalf.
- 8.3 In the event a Playing Contract is negotiated by a third person not party to this Agreement, the Company shall be entitled to recover the fees owing to him/her for the length of this Agreement but shall not be entitled to recover any fees applicable to any upgrade in value of the existing Playing Contract or any fees applicable to any new term of a Playing Contract negotiated by such third person.

9. DISPUTES

- 9.1 Any dispute arising between the parties to this Agreement, whether with respect to the meaning of its terms, the nature and effect of the obligations imposed or the termination of it pursuant to **clause 7** or otherwise, shall be resolved exclusively in accordance with the arbitration procedures contained in the Regulations.

Player: _____

Agent: _____

10. NOTICES

10.1 All notices required or permitted to be given by one party to another under this Agreement must be in writing, addressed to the other party; and:

- (a) delivered to that party's address; or
- (b) transmitted by facsimile transmission to that party's address.

10.2 A notice given to a party under **clause 10.1** is treated as having been given and received:

- (a) if delivered to a party's address on the day of delivery if a business day, otherwise on the next following business day; and
- (b) if transmitted by facsimile to a party's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next following business day.

10.3 For the purposes of this clause the address of a party is set out below.

The Player's Postal Address: [insert address]
The Player's Facsimile Number: [insert fax number]
The Company's Postal Address: [insert address]
The Company's Facsimile Number: [insert fax number]

11. PROFESSIONAL INDEMNITY INSURANCE

The Company agrees to arrange and maintain during the Term and for a period of two (2) years thereafter, professional indemnity insurance in a form and of an amount approved by the AFLPA in accordance with the Regulations. The Company agrees to provide evidence of such insurance to the Player upon request.

12. INDEMNITY

It is understood and acknowledged by the Parties that the Player and the Company have voluntarily entered into this Agreement and it is agreed that the Player and Company both hold harmless, the AFLPA, its officers, employees and representatives from any and all liabilities, damages, costs and expenses whatsoever suffered by the Player or Company, their officers, employees and representatives or any of them with respect to any matter arising in connection with this Agreement or the representation of the Player by the Company.

13. CONFIDENTIALITY

The parties each agree not to disclose at any time, whether during the Term or after its expiry, to any person any confidential information obtained during the period of this Agreement except for the purposes of obtaining legal and financial advice, as otherwise required by law, or as agreed in writing by each party prior to such disclosure.

14. SPECIAL CONDITIONS

The parties agree to the special conditions provided in **schedule item 3** provided that no special condition shall be included or have any effect if it is inconsistent with, or if it qualifies any obligation or prohibition contained in, any preceding provision contained in this Agreement.

Player: _____

Agent: _____

15. LAW AND JURISDICTION

This Agreement is governed by and shall be construed in accordance with the law in force in [*insert state*]. The Parties submit to the non-exclusive jurisdiction of the Courts of [*insert state*] and any Court that may hear appeals from those Courts in respect of any proceedings in connection with this Agreement.

16. GENERAL

Amendment. This Agreement may only be amended in writing signed by the Parties and provided that any such amendment is more beneficial to the Player.

Assignment. Neither the rights nor the obligations of any Party under this Agreement may be assigned, transferred, subcontracted or otherwise disposed of, in whole or in part, without prior written consent of the Parties.

Minors. If the Player has not attained the age of eighteen years as at the date of this Agreement it shall be signed by both the Player and by a parent or guardian of the Player, in which event the Player and the parent or guardian expressly acknowledge that this Agreement is fair and reasonable and is for the benefit of the Player.

Counterparts. This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

Lodgement. An executed copy of this Agreement must be provided to the Player within fourteen (14) days and to the AFLPA within twenty eight (28) days of execution.

Attorneys. Any attorney who executes this Agreement on behalf of a Party declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes this Agreement and no notice of the death of the grantor.

Waiver. The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

Further Assurances. Each Party will do, sign, execute and deliver and will procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it by notice from another Party to effectively carry out and give full effect to this Agreement and the rights and obligations of the Parties under it.

Entire Agreement. This Agreement and any annexure, together with the Regulations and the Code of Conduct form the entire agreement of the Parties on the subject matter. The only enforceable obligations and liabilities of the Parties in relation to the subject matter are those that arise out of this Agreement, the Regulations and the Code of Conduct. All representations, communications and prior agreements in relation to the subject matter are merged into and superseded by this Agreement, the Regulations and the Code of Conduct.

Stamp Duty. The Agent will be liable for stamp duty (if applicable) on the execution of this Agreement.

Time. Unless provided for in any other manner, the time for a Party to comply with an obligation will be of the essence.

Player: _____

Agent: _____

EXECUTED AS AN AGREEMENT

Signed by
[THE PLAYER]
in the presence of:

Signed for and on behalf of the
[THE COMPANY by [insert name]]
a duly authorised representative of the
the Company in the presence of:

.....
Witness

.....
Witness

.....
Name of Witness

.....
Name of Witness

Date:

Date:

Where the Player is under 18 years of age

Signed by
[THE PLAYER'S PARENT /
LEGAL GUARDIAN]
In the presence of:

.....
Signature of Witness

.....
Name of Witness

Date:

Player: _____

Agent: _____

SCHEDULE

ITEM 1: THE SERVICES

The Company agrees to provide the following Services to the Player during the Term (indicate the type of Services by ticking the appropriate box):

- Represent the Player and provide advice, counsel and assistance to the Player in procuring, extending, negotiating, executing, performing and enforcing a Playing Contract with an AFL Club;
- Provide advice, counsel and assistance (including taking such steps as are reasonably necessary to promote the Player) to the Player in procuring, extending, negotiating and performing marketing and promotional opportunities / public speaking engagements and other endorsement arrangements;
- Other services – as set out below:

ITEM 2: THE FEE

In consideration for the Company performing the Services, the Player agrees to pay to the Company the following Fees during the Term (indicate the fee arrangement by ticking the appropriate box and completing the details for that item):

- A sum of money equal to the following percentages of the Football Payments received by the Player pursuant to his Playing Contract per annum provided the Agent has negotiated such Playing Contract and the contract is signed by the Player;
 - (a) Year 1- [*insert number*] per cent (if no fee is charged insert "0").
 - (b) Year 2- [*insert number*] per cent.
 - (c) Year 3 (and subsequent year/s if applicable – [*insert number*] per cent.
- A sum of money equal to [*insert number*] percent of the total fees received by the Player for marketing and promotional opportunities arranged by the Agent;
- An hourly rate in the sum of [*insert amount*] per hour;
- A flat fee in the sum of [*insert amount*];
- Other fees – as set out below:

Unless otherwise agreed in **Item 3 Special Conditions**, the above fees are exclusive of GST and the Agent shall be entitled to charge the Player the applicable GST amount in addition to the Fee.

Player: _____

Agent: _____

ITEM 3: SPECIAL CONDITIONS

The Company and the Player agree that the following provisions (which must be more favourable to the Player than the other terms prescribed in this Agreement) shall apply;

[insert provisions if applicable]

Player: _____

Agent: _____