

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

STANDARD PLAYER AGENT AGREEMENT

SCHEDULE

ITEM 1: THE SERVICES

The Company agrees to provide the following Services to the Player and/or the Player Image Rights Holder during the Term:

- Playing Contract Services
 - Marketing Opportunity Services
 - Other services – as set out below:
-

ITEM 2: THE FEES

- Playing Contract Fees:
 - (a) Year 1- [*insert number*] percent (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*] percent.
 - Marketing Opportunity Fees: [*insert number*] percent;
 - 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:
-

ITEM 3: SPECIAL CONDITIONS

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

ITEM 4: THE TERM

Commencement Date: date of signing of this Agreement by both parties.

End Date: unless terminated earlier pursuant to this Agreement, this Agreement ends on termination or expiry 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 Standard Player Agent Agreement.

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

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

AND: *[Insert Player Image Rights Holder Name]* of *[Insert Address]* (“**the Player Image Rights Holder**”)¹ [*delete if not applicable*]

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

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 has granted the Player Image Rights Holder the right to use, sub-licence the use, assign or otherwise grant rights to third parties in respect of the Player’s Image. In this Agreement, the term “Player” is hereafter used to refer to the Player and/or the Player Image Rights Holder where the context requires.
- D. The Player wishes to engage the Company to provide athlete management services to the Player, and (if applicable) management services to the Player Image Rights Holder, as set out in this Agreement.
- E. 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 Players’ Association Inc;
- (c) “AFLW Competition” means the premier women’s Australian Football competition conducted by the AFL currently known as the Australian Football League Women’s competition or “AFLW”;
- (d) “Agreement” means this standard player agent agreement as issued by the AFLPA and executed between the parties;
- (e) “CBA” means the Collective Bargaining Agreement between the AFL and AFLPA that applies at any relevant time during the Term of this Agreement, which sets out the employment conditions and minimum standards applying to Players;
- (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 the Player’s Playing Contract but excluding:
 - (i) any non-cash benefits;
 - (ii) any relocation or living allowance;
 - (iii) any education or training assistance; and

¹ You should only complete this if you, as a Player, have licensed the use or the right to license the use of your Image to an entity, including a trust or a company with an Australian Business Number (ABN). If you have not done this, you can leave the ‘Player Image Rights Holder’ section blank.

- (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) "Image" has the same meaning as that term is given in the CBA;
- (j) "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;
- (k) "Marketing Opportunity Fees" means a sum of money equal to the percentage, as set out in the Schedule, of the total fees received by the Player for marketing and promotional opportunities arranged by the Agent;
- (l) "Marketing Opportunity Services" means services whereby the Company provides 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;
- (m) "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;
- (n) "Playing Contract Fees" means a sum of money equal to the percentages of the Football Payments received by the Player, as set out in the Schedule, pursuant to the Player's Playing Contract per annum provided the Agent has negotiated such Playing Contract and the contract is signed by the Player;
- (o) "Playing Contract Services" means services whereby the Company represents the Player and provides advice, counsel and assistance to the Player in procuring, extending, negotiating, executing, performing and enforcing a Playing Contract with an AFL Club;
- (p) "Regulations" means the AFLPA Regulations Governing Accredited Agents as amended from time to time;
- (q) "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**; and
- (r) "Team Management" means head coach, assistant coaches, team manager, trainers, strength conditioners, physiotherapists and doctors.

2. **TERM**

- 2.1 The Term is set out in Item 4 of the Schedule.
- 2.2 There is no option to extend or renew this Agreement.
- 2.3 If the parties agree to continue the representation relationship but on different terms (for example, a change in the Services or Fees), a new Standard Player Agent Agreement must be executed to reflect this, and provided to the AFLPA.

3. **APPOINTMENT**

- 3.1 In consideration of the Company complying with the terms of this Agreement, 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.

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 ensure, so far as is reasonably practicable, that each Agent it engages to provide the Services complies with the Regulations;
- (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 1st September 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;
- (j) keep the Player fully informed throughout the Term as regards any and all details of negotiations undertaken on the Player's behalf; and

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 the Player's 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.

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 its 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 In consideration for the Company performing the Services, the Player agrees to pay to the Company the Fees (set out in the Schedule) during the Term.

6.2 Unless otherwise agreed in **Schedule Item 3**, the Fees are exclusive of GST and the Agent shall be entitled to charge the Player the applicable GST amount in addition to the Fees.

6.3 The payment of the Fees by the Player shall be made by the Player to the Company:

- (a) In 12 equal instalments unless otherwise agreed between the parties, during each year of the term of the Playing Contract. Payment must be made 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.

6.4 In the ordinary course of events, but subject to **clause 7.5**, the Company will be entitled to receive its Fees for the performance of the Services under this Agreement once the Player receives the compensation upon which the Fee is based.

6.5 Subject to **clause 7.5**, the Company shall continue to be entitled to receive from the Player payment of the component of the Fees 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.

6.6 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 **Player in breach of obligations**

- (a) Where the Player is in material breach of the Player's obligations, the Company may provide written notice of Player's breach.
- (b) Where Player fails to remedy said breach within fourteen (14) days of that written notice, the Company may terminate this Agreement upon providing written notice to the Player.

7.2 **Company in default**

- (a) The Player has the right to terminate this Agreement by providing written notice to the Company in the following circumstances:

- (i) Where the Company is in material breach of its obligations under this Agreement and such breach is not remedied within fourteen (14) days of the Company receiving written notice from the Player of such default;
- (ii) Where the Company fails to lodge this Agreement with the AFLPA as required by the Regulations;
- (iii) Where the Company becomes Insolvent; and
- (iv) Where the Company ceases to have an Accredited Agent employed, including where an Accredited Agent fails to renew his or her accreditation or has his or her accreditation revoked for any reason whatsoever.

7.3 Termination without cause

In addition to the termination rights at 7.1 and 7.2 above, either Party to this Agreement may terminate it without cause in writing to the other Party, with immediate effect.

7.4 Termination where Accredited Agent ceases to be accredited

A Player shall be entitled to terminate this Agreement and to utilise the services of a different company which engages agent/s accredited under the Regulations, where the Accredited Agent registered as representing the Player with the AFLPA and/or the Accredited Agent primarily responsible for the provision of services under the this Agreement to a player, ceases their accreditation or otherwise ceases to conduct work as an Accredited Agent.

7.5 Fees after termination

- (a) If the Company terminates for Player's breach under clause 7.1: the Player must pay the Company the Fee the Company is duly entitled to under clause 5.1 of this Agreement for the Term.
- (b) If the Player terminates for Company default, failure, insolvency or loss of accreditation under clause 7.2: the Company shall forfeit the right to receive any further fees and shall refund a pro-rata portion of the fees to the Player, received as equal instalments paid by the Player in advance of the Services.
- (c) If the Player terminates without cause under clause 7.3: the Player must pay the Company the Fee the Company is duly entitled to under clause 5.1 of this Agreement for the Term, unless the Player could have otherwise terminated pursuant to 7.2, in which case, the Player will cease to have any obligation to pay any fees under this Agreement on and from the date on which the Player could have relied on those clauses to terminate this Agreement.
- (d) If the Company terminates without cause under clause 7.3: the Company will not be entitled to receive any further fees and the Company must refund a pro-rata portion of the fees to the Player, received as equal instalments paid by the Player in advance of the Services.
- (e) If the Player terminates pursuant to clause 7.4: the Player must pay the Company the Fee the Company is duly entitled to under clause 5.1 of this Agreement for the Term.

7.6 For the avoidance of doubt, for the purpose of clause 7.5, the Term is the term that would have applied but for the exercise of any termination rights.

8. DISPUTES

8.1 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 mediation and arbitration procedures contained in the Regulations.

9. NOTICES

9.1 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 email to that party's email address.

- 9.2 A notice given to a party under **clause 9.1** 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 email to a party's email address on the day of transmission if a business day, otherwise on the next following business day.
- 9.3 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 Email Address: Insert Email Address

The Player Image Rights Holder's Address: Insert Address

The Player Image Rights Holder's Email: Insert Email Address

The Company's Postal Address: Insert Address

The Company's Email Address: Insert Email Address

Notices should also be provided to agents@afplayers.com.au or the AFLPA, Level 2, 170 Bridport Street, Albert Park, Victoria, 3206

10. **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.

11. **INDEMNITY**

It is understood and acknowledged by the Parties that each of the parties has voluntarily entered into this Agreement and it is agreed that each of the parties holds 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.

12. **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.

13. **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.

14. **LAW AND JURISDICTION**

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

15. **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 and the AFLPA within fourteen (14) 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.

EXECUTED AS AN AGREEMENT

THE PLAYER
[Insert Player Name]

THE COMPANY
[Insert Company Name]

Signed:

Signed for and on behalf of the
THE COMPANY by *[Insert name]*

DOB: ___/___/_____

Signed:

In the presence of:

a duly authorised representative of the
the Company in the presence of:

.....

.....

Witness

Witness

Insert name of witness

Insert name of witness

Name of Witness

Name of Witness

Date: ___/___/_____

Date: ___/___/_____

Where the Player is under 18 years of age

Signed:

[Insert name of Parent or Legal Guardian]
THE PLAYER'S PARENT / LEGAL GUARDIAN

In the presence of:

.....

Signature of Witness

Insert name of witness

Name of Witness

Date: ___/___/_____