

APPENDIX "C"

CANADIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION
STANDARD REPRESENTATION AGREEMENT

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter "Player") and \_\_\_\_\_ (hereinafter "Contract Advisor")

If Player and Contract Advisor have entered into any other agreements or contracts relating to services other than the individual negotiating services described in this Section (e.g. financial advice, tax preparation):

A. Describe the nature of the other services covered by the separate agreements:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

WITNESSETH:

In consideration of the mutual promises hereinafter made by each to the other, Player and Contract Advisor agree as follows:

1. General Principles

This Agreement is entered into pursuant to and in accordance with the Canadian Football League Players Association (hereinafter "CFLPA") Regulations Governing Contract Advisors (hereinafter "the Regulations") and as amended thereafter from time to time.

B. Contract Advisor and Player hereby acknowledge that Player was given the opportunity to enter into any of the agreements described in Paragraph 3A above and this Standard Representation Agreement, without the signing of one agreement being conditioned upon the signing of any of the other agreements.

2. Representations

Contract Advisor represents that in advance of executing this Agreement, he/she has been duly registered as a Contract Advisor by the CFLPA. Player acknowledges the CFLPA registration of the Contract Advisor as neither a recommendation of the Contract Advisor, nor a warranty by CFLPA of the Contract Advisor's competence, honesty, skills or qualifications.

\_\_\_\_\_
Contract Advisor Player

4. Compensation for Services

Contract Advisor hereby discloses that he/she (check one): [ ] represents or has represented; [ ] does not represent and has not represented CFL management personnel in matters pertaining to their employment by or association with any CFL club. (If Contract Advisor responds in the affirmative, Contract Advisor must attach a written addendum to this Agreement listing names and positions of those CFL Personnel represented).

If Contract Advisor succeeds in negotiating a CFL Player Contract acceptable to Player and signed by Player during the term hereof, Contract Advisor's fee shall be as follows:

3. Contract Services

Player hereby retains Contract Advisor to represent, advise, counsel and assist Player in the negotiation, execution, and enforcement of his playing contract(s) in the Canadian Football League.

- (a) First Year Contract - fee of no more than seven percent (7 %) of the compensation received by Player in excess of the minimum salary applicable to Player's years of service category for his services in the first year of the contract;
(b) Second Year Contract - fee of no more than four percent (4 %) of the compensation received by Player in excess of the minimum salary applicable to Player's years of service category for his services in the second year of the contract;
(c) Third Year Contract - fee of no more than two percent (2 %) of the compensation received by Player in excess of the minimum salary applicable to Player's years of service category for his services in the third year of the contract;

In performing these services, Contract Advisor acknowledges that he/she is acting in a fiduciary capacity on behalf of Player and agrees to act in such manner as to protect the best interests of Player and assure effective representation of Player in individual contract negotiations with CFL Clubs. Contract Advisor shall be the exclusive representative for the purpose of negotiating player contracts for Player. Contract Advisor, however, shall not have the authority to bind or commit Player to enter into any contract without actual execution thereof by Player. Once Player agrees to and executes his player contract, Contract Advisor agrees to also sign the player contract and send a copy (by facsimile or overnight mail) to the CFLPA and the CFL Club within 48 hours of execution by Player.

unless a lesser percent (%) or amount has been agreed to by the parties and is noted in the space below.

The parties hereto have agreed to the following lesser fee:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

In computing the allowable fee pursuant to this Section 4 the term "compensation" shall be deemed to include only salary,

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signing bonus or reporting bonus payments received by player and attributable to the base year of the contract and without restricting the generality of the foregoing, compensation shall not include any incentive or performance bonuses, any benefits which are contained in the Collective Bargaining Agreement and any benefit received by Player for services in Player's option year.

Contract Advisor may charge a fee based upon an hourly rate for services rendered, provided the hourly rate is reasonable, it is communicated in writing to the Player, the Contract Advisor informs Player in writing of the maximum fee to be charged prior to commencement of work and the Player agrees in writing to the hourly rate and the maximum fee.

Contract Advisor may charge a fee in a fixed amount, provided the fee is reasonable, it is communicated in writing to the Player and the Player agrees in writing.

**5. Payment of Contract Advisor's Fee**

Contract Advisor shall not be entitled to receive any fee for the performance of his/her services pursuant to this Agreement until Player receives the compensation upon which the fee is based.

Player, however, may enter into an agreement with Contract Advisor to pay any fee attributed to deferred compensation due and payable to Player in advance, when the deferred compensation is paid to Player, provided that Player has performed the services under this contract to entitle him to the deferred compensation. Such fee shall be reduced to its present value. Such agreement must also be in writing, with a copy sent to the CFLPA.

In no case shall Contract Advisor accept, directly or indirectly, payment of any fees hereunder from Player's Club. Further, Contract Advisor is prohibited from discussing any aspect of his/her fee arrangement hereunder with any Club.

**6. Expenses**

Player shall reimburse Contract Advisor for all reasonable and necessary communication expenses (i.e. telephone and postage) actually incurred by Contract Advisor in connection with the negotiation of Player's CFL contract. Player shall also reimburse Contract Advisor for all reasonable and necessary travel expenses actually incurred by Contract Advisor during the term hereof in the negotiation of Player's CFL contract, but only if such expenses and approximate amounts thereof are approved in writing in advance by Player. Player shall promptly pay all such expenses upon receipt of an itemized, written statement from Contract Advisor.

After each CFL season and prior to the first day of May following each session for which Contract Advisor has received fees and expenses, Contract Advisor must send to Player (with a copy of the CFLPA) an itemized statement covering the period April 1 through March 31<sup>st</sup> of that year. Such statement shall set forth both the fees charged to Player for, and any expenses incurred in connection with, the performance of the following services: (a) individual player salary negotiations, (b) management of Player's assets, (c) financial, investment, legal tax and/or other advice, and (d) any other miscellaneous services.

**7. Disclaimer of Liability**

Player and Contract Advisor agree that they are not subject to the control or direction of any other person with respect to the timing, place, manner of fashion in which individual negotiations are to be conducted pursuant to this Agreement (except to the extent that Contract Advisor shall comply with CFLPA Regulations) and that they will save and hold harmless the CFLPA, its officers, employees and representatives from any liability whatsoever with respect to their conduct or activities relating to or in connection with this Agreement or such individual negotiations.

**8. Disputes**

Any and all disputes between Player and Contract Advisor involving the meaning, interpretation, application or enforcement of this Agreement or the obligations of the parties under this Agreement shall be resolved exclusively through the arbitration procedures set forth in Article 6 of the CFLPA Regulations Governing Contract Advisors.

**Notices**

All notices hereunder shall be effective if sent by registered mail to the following addresses.

If to the Contract Advisor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Player: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Entire Agreement**

This Agreement, along with the CFLPA Regulations, set forth the entire agreement between the parties hereto and cannot be amended, modified or changed orally. Any written amendments or changes shall be effective only to the extent that they are consistent with the Standard Representation Agreement as approved by the CFLPA.

**11. Filing**

This contract is signed in quadruplicate. Contract Advisor agrees to deliver two (2) copies to the CFLPA within five (5) days of its execution; one (1) copy to Player; and retain one (1) copy for his/her files. Contract Advisor further agrees to submit any other executed agreements between Player and Contract Advisor to CFLPA.

**12. Term**

The term of this Agreement shall begin on the date hereof and shall remain in effect until such time that it is terminated by either party in which case termination is given to the other party. Notice shall be effective for purposes of this paragraph if sent by registered mail. Notwithstanding the above, if this

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Standard Representation Agreement is being signed by a prospective rookie player (a "Rookie" shall be defined as a person who has never signed a CFL Player Contract) prior to the date which is thirty (30) days before the CFL Draft, then this Agreement shall not be terminable by player until at least 30 days after it has been signed by player.

If termination pursuant to the above provision occurs prior to the completion of negotiations for a CFL player contract(s) acceptable to Player and signed by Player, Contract Advisor shall be entitled to compensation for the reasonable value of the services performed in the attempted negotiation of such contract(s) provided such services and time spent thereon are adequately documented by Contract Advisor. If termination pursuant to the above provision occurs after Player has signed a CFL player contract negotiated by Contract Advisor, Contract Advisor shall be entitled to the fee prescribed in Section 4 above for negotiation of such contract(s).

In the event that the Player is able to negotiate any contract(s) previously negotiated by Contract Advisor prior to expiration thereof for a greater amount, Contract Advisor shall still be entitled to the fee he/she would have been paid pursuant to Section 4 above as if such original contract(s) had not been renegotiated. In the event that the Player is unable to negotiate any contract(s) previously negotiated by the Contract Advisor prior to the expiration thereof for a greater amount, Contract Advisor shall only be entitled to the fee he/she would have been paid pursuant to Section 4 above on the basis of the contract(s) negotiated for a greater amount. If Contract Advisor represents Player in renegotiation of the original contract(s), for a greater amount, the fee for such negotiation shall be based solely on the amount by which the compensation in the renegotiated contract(s) exceeds the compensation in the original contract(s) whether or not Contract Advisor negotiated the original contract(s).

If Contract Advisor's registration is suspended or revoked by the CFLPA or the Contract Advisor is otherwise prohibited by the CFLPA from performing the services he/she has agreed to perform herein, this Agreement shall automatically terminate, effective as of the date of such suspension or termination.

**13. Governing Law**

This Agreement shall be construed, interpreted and enforced according to the laws of the Province where the Member Club is situate.

**EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT**

IN WITNESS WHEREOF, the parties hereto have hereunder signed their names as hereinafter set forth.

\_\_\_\_\_  
**(CONTRACT ADVISOR)**

\_\_\_\_\_  
(Street Address/P.O. Box) (City, Province/State, Postal/Zip Code)

\_\_\_\_\_  
(Telephone) (Fax Number)

\_\_\_\_\_  
**(PLAYER)**

\_\_\_\_\_  
(Street Address/P.O. Box) (City, Province/State, Postal/Zip Code)

\_\_\_\_\_  
(In-Season Telephone) (Off-Season Telephone)

\_\_\_\_\_  
**(Player's Birthdate) (College/University)**

\_\_\_\_\_  
Print Name Signature of PARENT or GUARDIAN (if Player is under 21 years of age)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, Province/State, Postal/Zip Code)

\_\_\_\_\_  
(Telephone)

