



Standard Player Contract

[Insert Club Name]
&
[Insert Player Name]

AFLNT Standard Player Contract (Appendix 5 to AFLNT By-Laws)

ALL PLAYERS MUST TICK EACH BOX & SIGN THIS PAGE

1. I understand that I am subject to the AFL Doping Code and understand that I may be suspended from playing or officiating Australian Football if found in breach of that Code
2. I understand that I am subject to the AFL Vilification & Discrimination Policy and that the AFL and its State Bodies do not tolerate discrimination or vilification.
3. I understand that I am subject to the AFL Gambling Policy and that I may face severe penalties if I am found in breach of that policy.
4. I understand that I am subject to the AFL Member Protection Policy and I may face penalties, including but not limited to a suspension, and my club may receive a sanction, if I am found in breach of that policy.
5. I understand that if I breach the AFL Laws of the game and/or the League Rules & Regulations, I may face penalties, including but not limited to a suspension, and my club may receive a sanction.
6. I understand that I am subject to the AFL Privacy Policy and the AFL Social Media Policy.
7. I understand that my registration to play Australian Football is subject to the National Player Transfer Regulations and the National Deregistration Policy.

(Policies accessible at: www.afl.com.au/policies)

Player Initial: _____

Witness Initial: _____

AFLNT Standard Player Contract (Appendix 5 to AFLNT By-Laws)

Contract Date: ____/____/_____

Between: _____(Player)

of: _____(Address)

_____ (Address)

And: _____(Club)

of: _____(Address)

_____ (Address)

Background:

- A. The player is a skilled Australian Football player and wants to contract to play Australian football for the club.
- B. The club wants to contract with the player to play Australian football for the club.

The Parties now agree as follows:

1. Term

1.1 This contract commences on the date on which the last of the parties signs it and shall, subject to the other provisions of this contract and subject to any variation, extension or renewal, terminate on 31 October (31 March for NTFLL Contracts) in the last year referred to in Item 1 of the Schedule.

2. Players Duties

- 2.1 The player agrees that during the term of this contract, including any extension or renewal of it, he/she will:
 - (a) Play for the club to the best of their skill and ability during the seasons referred to in Item 1 of the schedule;
 - (b) Obey all reasonable directions of the club, including the senior coach, general manager, board of directors and club management, including but not limited to attending all club training sessions and team meetings;
 - (c) Play in all matches in which he is medically fit to play and selected to play as directed by the club;
 - (d) Comply with all reasonable demands of the club including, but not limited to it's Code of Conduct (if any);
 - (e) Abide by and obey all rules & regulations whether established by the club, the state body or the AFL;

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- (f) Not enter into any contract, agreement, arrangement, understanding or option to play Australian football for any other club, company, person or entity without first obtaining the written consent of the club;
- (g) Not enter into any discussion, negotiation, contract, agreement, arrangement, understanding or option which would prevent the player or which gives the player or any other club, company, person or entity the right to prevent the player from complying with his obligations under this contract. Nothing in this clause 2.1(g) should be construed as preventing the player from engaging in employment or business other than in their capacity as a player;
- (h) Do everything reasonably necessary to obtain and maintain the best possible physical condition so as to render the most efficient service to the club;
- (i) Not enter into any contract, arrangement or understanding to promote the player's name, photograph, reputation, likeness and identity as an Australian football player or endorse any product or service in trade or commerce by means of advertising the fact that the player is registered Australian football player or player of the club, without first obtaining the consent of the club which consent shall not be unreasonably withheld; and
- (j) Not make any publicly broadcasted communication, whether via the internet, social media, or otherwise, that is, or may reasonably be interpreted as being prejudicial to the interests of Australian football without first obtaining the consent of the club.

3 Payment

3.1 The club agrees to pay to the player:

- (a) The sums set out in Item 2 of the schedule, in the manner specified (if any) in that schedule; and
- (b) The player's reasonable cost of travel and accommodation required to fulfil their contractual obligations.

4 Facilities

4.1 The club use reasonable endeavours to provide reasonable medical and training facilities and staff at all club training and matches.

5 Liability

5.1 It is agreed between the club and the player that neither the club nor any agent of the club (including any independent contractor or volunteer from time to time engaged by the club) shall in any circumstances whatsoever be liable to the player for any loss, damage or injury of any kind arising directly or indirectly from any negligent act or omission (whether negligent or otherwise) on the part of the club or such agent acting in the course of, or in connection with his engagement with the club. In all circumstances, the club's liability to a player shall be limited to amounts recoverable, if any, under any policy of insurance effected by the club which insures the player against damage or injury of any kind.

6 Player Image

Player Initial:_____

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- 6.1 Subject to clause 6.2, the player authorises the club to use their name, photograph, likeness, reputation and identity for promotional purposes.
- 6.2 Prior to exercising it's rights under clause 6.1, the club must inform the player and offer them an opportunity to object to the exercise of the rights.

7 Rules

- 7.1 The player acknowledges and agrees with the club:
- (a) To comply with and observe the rules during the term of this contract;
 - (b) That the rules provide for the state body or relevant league to obtain information as to payments made to players and their associates by the clubs;
 - (c) That the rules are necessary and reasonable for the purpose of protecting and promoting the game of Australian football;
 - (d) That the rules may restrict the freedom of the player to transfer from the club to another and may restrict the total football payments that a club may give to or apply for the benefit of it's players but that the rules are necessary and reasonable for the purpose of:
 - i. Achieving an even and well matched competition;
 - ii. Ensuring that the competition is properly organised and well administered; and
 - iii. Supporting junior development of players to support the future of the competitions.
 - (e) The acknowledgement and agreement by the player contained in clause 7.1 may be pleaded as an absolute bar to any proceedings, suit or action in relation to the rules against the club, the state body or the relevant league or the AFL.

8 Unavailability & Match Payments

- 8.1 If the player sustains an injury and where such injury prevents the player from playing football for the club, the club may at it's discretion terminate or reduce the amounts payable to the player.
- 8.2 If at any time during the term of this contract the player is unavailable to play football for the club:
- (a) As a result of suspension, disqualification or deregistration by the club or applicable tribunal, for breaching the rules; or
 - (b) By virtue of his or her inclusion on an AFL club senior or rookie list or in an AFL club team pursuant to relevant AFL rules;
- The club may at it's discretion, terminate or reduce all payments to which the player would have otherwise been entitled in respect of such matches or period when the player was unable to play football for the club as a result of such unavailability.
- 8.3 For the avoidance of doubt, the player acknowledges that the has no entitlement whatsoever to a match payment otherwise than in respect of matches played, subject to the discretion of the club.

9 Playing List

Player Initial:_____

Witness Initial:_____

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- 9.1 This agreement is subject to the club selecting and maintaining the player on its playing list during the term.
- 9.2 The club must not, without the player's consent, remove the player from the club's playing list between 30 June and 30 September (31 December and 31 March for NTFL contracted players) in each year during the term of this contract, including any renewal or extension thereof.
- 9.3 If the club removes the player from its playing list otherwise than in accordance with clause 9.2, the club must:
- (a) Pay the player amounts earned up to and including the date of removal; and
 - (b) If the player is removed during the season, a pro-rata payment of the amount specified in the schedule as a base payment (if any) for that season.
- Subject to the payment of any amounts owing and to the rights of any party to make a claim in accordance with this agreement, this contract will automatically terminate.
- 9.4 The pro-rata payment referred to in clause 9.3 will be calculated by multiplying the base payment for that season by a fraction, the numerator of which is the number of matches played by the club prior to the removal of the player and the denominator of which is the total number of matches to be played by the club for that season.

10 Anti-Doping

- 10.1 The player acknowledges and agrees that they may be subject to drug testing (performance enhancing and illicit) under the AFL Anti-Doping Code, or other codes in place, as applicable, from time to time, and in accordance with such they acknowledge and accept that they may be subject to drug testing conducted by ASADA, or any agency appointed by the AFL or state body.
- 10.2 The player agrees to submit themselves from time to time to a drug test (including without limitation a blood or urine sample) at the request, expense and under the direction of the club, the AFL or the state body. The player agrees to provide all reasonable assistance and comply with all directions of the club, AFL, the state body or the Australian Sports Drug Agency in accordance with the AFL Anti-Doping Code.

11 Dispute Resolution

- 11.1 Subject to the rules, any dispute between the parties in connection with this agreement that arises either during the term of this contract or following its termination, must be referred for determination by a nominee of the state body CEO (CEO's nominee).
- 11.2 A referral under clause 11.1 must be made in writing and must contain a precise statement of the issue(s) in dispute, the relevant facts giving rise to the dispute, and be sent to the other party. The CEO's nominee must adjudicate upon any dispute referred to them for determination within fourteen (14) days of the date of request for such adjudication by any party.

12 Voluntary Assumption of Risk & Medical Disclosure

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- 12.1 The player acknowledges and agrees that:
- (a) Australian football is a vigorous body contact sport in which physical injury is likely to occur from time to time; and
 - (b) He/she takes upon themselves the risk both physical and legal, of injury arising in the course of training for and participating in a game of Australian football.
- 12.2 The player must disclose to the club any physical or mental condition or ailment which could affect the ability of the player to carry out his obligations under this contract.
- 12.3 The player will on request by the club, complete any reasonable questionnaire presented to them by the club concerning the medical condition of the player.

13 Personal Accident and Medical Insurance Coverage

- 13.1 The player will be recovered for personal accident insurance benefits under the JLT National Insurance Program, subject always to the usual policy terms and conditions. Details of the policy coverage can be obtained by going into the JLT website www.jltsport.com.au and following the instructions to AFL. The cover provided is bronze level cover or the specific level of cover the player's community level club has selected, if applicable.
- 13.2 It is strongly recommended that the player have loss of income insurance (if applicable).

14 Set Off of Payments

- 14.1 The player acknowledges and agrees that the club is entitled to set off any moneys which may at any time be payable by the player to the club against any monies which may be payable by the club to the player including, without limitation, where the player has incurred a financial penalty as a result of breaching the rules.

15 Inducement to Breach

- 15.1 The player must not at any time during the term of this contract, or any extension or renewal thereof, enter into any negotiation with any other Australian football club for the provision of his services as an Australian football player, without the written permission of the club.
- 15.2 If the club believes in good faith that the player has breached clause 15.1, the club may at it's option terminate this contract, effective immediately.

16 Termination

- 16.1 This contract may be terminated by the club if the player:
- (a) Is in breach of any of his obligations under this contract and the breach continues for a period of fourteen (14) days after notice in writing is given by the club to the player requiring the breach to be remedied;
 - (b) Has engaged in serious or wilful misconduct in which case such termination shall be effective immediately; or

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(c) Breaches his obligation under clause 15, in which case such termination shall be effective immediately.

16.2 This agreement may be terminated by the player if the club is in breach of any of its obligations under this contract and the breach continues for a period of fourteen (14) days after notice in writing is given by the player to the club requiring the breach to be remedied.

16.3 Either the club or the player may immediately by notice in writing terminate this agreement if the player is included on the senior or rookie list of an AFL club, or if the player is removed from the playing list.

17 Entire Agreement

17.1 This contract and the additional terms and conditions set out in Item 3 of the schedule, if any, embodies all of the terms of the agreement made between the parties except for the rules by which the player has agreed to be bound. Each party acknowledges that no representation has been relied upon in entering into this contract and that any previous agreement, understanding, representation or warranty touching or concerning the subject matter contained in this contract cease to have any effect.

18 Severability

18.1 The provisions of this contract shall be read and construed independently of the other provisions so that if one or more provisions are deemed to be invalid for any reason, the remaining provisions shall be valid.

18.2 If any such provisions are found to be invalid but would be valid if some part of the provision were deleted, such provision shall apply with such modification as may be necessary to make it valid and effective.

19 Waiver and Variation

19.1 A provision of or a right created by this contract may not be varied or waived except in writing signed by the party granting the variation or waiver.

19.2 A waiver by any party of any of the terms and conditions of the contract shall not be deemed or construed to be a waiver of such term or condition in the future or of any other subsequent breach of it.

20 Governing Law

20.1 This contract shall be governed by the law of the State or Territory in which the state body is domiciled and the parties agree to submit to the jurisdiction of the courts of that State or Territory.

21 Interpretation

21.1 In this contract the following expressions where the context so admits shall have the following meanings:

(a) Words importing the singular and/or first person singular shall include the plural and vice versa.

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(b) Words referring to any body corporate shall include also its transferees, successors and assigns.

21.2 Paragraph headings are for reference purposes only and references to clauses and schedules are to clauses and schedules in this contract unless specified otherwise.

22 Definitions and Interpretation

- AFL** means the Australian Football League (ACN 004 155 211);
- Contract** means this contract and any schedules to this contract;
- Laws of the Game** means the Laws of Australian Football as administered and controlled by the AFL, as amended from time to time;
- Match** means any home & away, finals or other official match approved or sanctioned by the club, relevant league, state body or AFL;
- Playing List** means the list of players published by the club from time to time, from which the club selects players for its Australian football teams that it fields;
- Pre Season** means the period during the season preceding the series of home and away matches;
- Rules** means the constitution or memorandum and articles of association of the club, relevant league, state body or the AFL, Laws of the Game, and/or any other rules, regulations, by-laws, determinations and resolutions of the club, relevant league, state body or the AFL in force from time to time;
- Schedule** means a schedule to this contract;
- Season** means the period commencing on 1 January and ending on 31 October in each calendar year (commencing on 1 October and ending on 31 March in each calendar year for NTFL competition) ; and
- State Body** means the AFL (Vic), AFL (NSW/ACT), AFL (Tas), AFL (Qld), AFL (NT) the South Australian Football Commission or the Western Australian Football Commission as applicable.

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Witness Initial:_____

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Execution

This contract has been executed by the parties on the day and year referred to in page of this contract.

Signed by the player

Player Signature

Player - Printed Name

Date

In the presence of:

Witness Signature

Witness - Printed Name

Date

Signed by the parent/legal guardian

Parent/legal guardian

*Parent/legal guardian -
Printed Name*

Date

In the presence of:

Witness Signature

Witness - Printed Name

Date

Signed by the club by it's duly authorised officer

Club Auth. Officer Signature

*Club Auth. Officer - Printed
Name*

Date

In the presence of:

Witness Signature

Witness - Printed Name

Date

SCHEDULE

Player Initial:_____

Witness Initial:_____

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Item 1 - Duration of Contract

Season _____
Season _____
Season _____

Item 2 - Schedule of Payments

Year _____
1 Base Payment: _____
2 Per Match: _____
3 Per Pre Season Match: _____
4 Expenses: _____
5 Incentives: _____
6 Other Payments: _____
7 Deletion Compensation Payment (if any): _____
8 Manner and dates for payment: _____

Year _____
1 Base Payment: _____
2 Per Match: _____
3 Per Pre Season Match: _____
4 Expenses: _____
5 Incentives: _____
6 Other Payments: _____
7 Deletion Compensation Payment (if any): _____
8 Manner and dates for payment: _____

Year _____
1 Base Payment: _____
2 Per Match: _____
3 Per Pre Season Match: _____
4 Expenses: _____
5 Incentives: _____
6 Other Payments: _____
7 Deletion Compensation Payment (if any): _____
8 Manner and dates for payment: _____

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Witness Initial:_____

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Item 3 - Additional Terms and Conditions

Player

Club

Player Initial:_____

Witness Initial:_____