CFWA STANDARD PAID PLAYER AGREEMENT (TEMPLATE)

PLAYER COPY / CLUB COPY / LEAGUE COPY *(If required)*

This declaration is made between (“the player”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the

(“the club”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Football Club as a member club of the

(“the league”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Football League dated \_\_\_\_ / \_\_\_\_ / 20\_\_\_.

The declaration is relevant for the following playing season(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(e.g. 2017)*

**In accordance with the information on the reverse of this page**, the following details set out the payment details from the club to the player as a return for services associated with the club.

*N.B: The club reserves the right to impose a financial penalty on the player for any breaches of the declaration conditions.*

Complete as per agreement reached:

Match payments ($): \_\_\_\_\_\_\_\_\_\_\_\_\_ (Per senior match played)

Other information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Details):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Manner and dates for payment (e.g. After each home match, etc).

The player must comply with the following obligations (e.g. the Club’s Code of Conduct):

The club and player acknowledge that this declaration has been entered into in good faith. The declaration shall only be valid, when the player becomes registered with the club. This declaration shall terminate on the 31st day of October in the final year referred to above.

**THIS DECLARATION MUST COMPLY WITH THE CFWA’S PAID PLAYER BYLAWS. THE PENALTY FOR NON- COMPLIANCE INCLUDES PLAYER AND OFFICAL SUSPENSIONS, LOSS OF MATCH POINTS AND FINES.**

#### \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Player Signature Club Signature (by its duly authorised officer)

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

Player (print name) Club (name & position at club)

For the term of the declaration, this declaration records and the following is agreed between the parties:

**PLAYER OBLIGATIONS**

1.1 Attend all training sessions and team meetings of the Club.

1.2 Obey all reasonable directions of the Senior Coach, President, and Secretary of the Club.

1.3 Play in all football matches in which he is selected to play or as otherwise directed by the Club unless a duly qualified Medical Practitioner rules him unfit to play.

1.4 Comply with all reasonable requirements of the Club relating to preparation for matches, attendance at social functions, behaviour and dress.

1.5 Not play or train for Australian Football with any other Club or team (save for a West Australian Country or the League’s representative team) without first obtaining the consent in writing of the Club.

1.6 Do everything reasonably necessary to obtain and maintain the best possible physical condition so as to render the most efficient service to the Club and to submit from time to time and as and when required by the Club to a complete a thorough medical fitness test and examination.

1.7 Maintain membership of recognised hospital and medical benefits fund which provides hospital, medical and dental benefits coverage and includes ambulance subscription.

1.8 Not engage in any dangerous activity which in the opinion of the Club may affect the Player's ability to perform his obligations under this Contract without first obtaining the consent in writing of the Club.

1.9 During league matches, wear only such items of playing apparel as may be approved of or prescribed by the League and to the extent that the same are not inconsistent therewith, the Club.

1.10 Not comment on a matter which the Club has notified the Player is a matter upon which Players of the Club are not to comment publicly.

##### **PLAYER BOUND TO RULES**

2.1 The Player hereby agrees with the Club that he is bound by:-

(a) the Rules and Regulations of the Club;

(b) the Rules and Regulations of the League within which the Club plays (including requirements of players and clubs regarding registration); and

(c) the Rules and Regulations of governing bodies including WAFC, CFWA and the AFL Inc, including any modifications thereof made from time to time (“the Rules”).

###### **DISPUTE**

3.1 In the event of a dispute arising between the parties during the term of this Declaration or following the termination hereof, the matter may be referred for determination to the nominee of the league. A request for determination by an aggrieved party shall be made in writing to the other party and shall contain a precise statement of the issue in dispute and all relevant facts giving rise to the dispute. The League may adjudicate upon any dispute in accordance with its rules in force at the time.

##### **TERMINATION**

This Declaration may be terminated by:

4.1 The Club if the Player is in breach of any of his obligations hereunder and the breach continues for a period of 14 days after notice in writing by the Club to the Player requiring the breach to be remedied.

4.2 The Player if the Club is in breach of any of its obligations hereunder and the breach continues for a period of 14 days after notice in writing by the Player to the Club requiring the breach to be remedied.

4.3 The Player immediately by notice in writing given to the Club upon his name being included, in accordance with the Rules of the Australian Football League (“the AFL”), on the official list of players of any team competing in the AFL competition.

##### **PLAYER MOVEMENT TO WAFL / AFL**

5.1The player will remain contracted with the club named above until the expiration of the contract. It is noted and agreed to by all parties to this contract that a WAFL or AFL contract will take precedence over this declaration and that the rules and regulations of the AFL or WAFL will be adhered to.

##### **WAIVER**

* 1. A waiver by any party of any of the terms and conditions of this declaration in any one case shall not be deemed or construed to be a waiver of such term or condition for the future or for any other or subsequent breach.