

APPENDIX "C"  
CANADIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION  
STANDARD REPRESENTATION AGREEMENT

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

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.

**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 that the CFLPA registration of the Contract Advisor is neither a recommendation of the Contract Advisor, nor a warranty by CFLPA of the Contract Advisor's competence, honesty, skills or qualifications.

**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 "APPENDIX E" to this Agreement listing names and positions of those CFL Personnel represented).**

**Contract Advisor hereby discloses that he/she (check one): [  ] has professional liability insurance in the amount of \$ \_\_\_\_\_; [  ] does not have professional liability insurance.**

**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.

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.

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:

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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.

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

\_\_\_\_\_  
Player

#### 4. Compensation for Services

If a Contract Advisor succeeds in negotiating a Contract acceptable to the Player and signed by the Player during the term herein, the Contract Advisor shall receive a fee as set forth immediately below. THE CONTRACT ADVISOR AND THE PLAYER AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SUCH FEE IS FREELY NEGOTIABLE BETWEEN THEM EXCEPT THAT NO AGREED FEE MAY BE GREATER THAN THE MAXIMUM SET OUT IMMEDIATELY BELOW.

- a) Three percent (3%) of the compensation received by the Player for each playing season covered by a Player Contract which is the result of negotiations between the Contract Advisor and the CFL Club;
- b) The fee for the Contract Advisor's services shall be as follows (Both the Contract Advisor and the Player must initial the appropriate line below):

	Contract Advisor	Player
Three Percent (3%)	_____	_____
Two and one-half Percent (2 1/2%)	_____	_____
Two Percent (2%)	_____	_____
One and one-half Percent (1 1/2%)	_____	_____
One Percent (1%)	_____	_____
Other (specify below)	_____	_____

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The term compensation in this Article shall be deemed to include only base salary, signing bonus, housing allowance, roster bonus or reporting bonus payments, Practice Squad salary in excess of the minimum Practice Squad salary specified in the Collective Bargaining Agreement, and any performance bonuses actually received by the Player. The term “compensation” shall not include “honour” incentive bonuses or any benefits which are contained in the Collective Bargaining Agreement

## **FEES MAY ONLY BE CHARGED IN CANADIAN DOLLARS**

### **5. Payment of Contact 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 of when the deferred compensation is paid to Player, provided that Player has performed the services necessary under his 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 or 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.

**9. 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**

If this contract is signed electronically with secure digital signatures, Contract Advisor agrees to deliver one (1) copy 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 notice of 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 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 required to negotiate any contract(s) previously negotiated by the Contract Advisor prior to the expiration thereof for a lesser amount, Contract Advisor shall only be

entitled to a fee he/she would have been paid pursuant to Section 4 above on the basis of the contract(s) negotiated for a lesser 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)**

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

**APPENDIX "D"**

**AGREEMENT TO ADVANCE FUNDS**

Whereas the Contract Advisor is prepared to advance funds to the Player to pay for the expense of the Player to attend at a training centre;

And whereas the Contract Advisor and the Player agree that the Player attending at a training centre may assist the Player in becoming a professional football player;

The Player and the Contract Advisor agree as follows:

1. The Contract Advisor agrees to advance to the Player the sum of \$ \_\_\_\_\_(U.S.) (Canadian) for the purpose of the Player attending at the \_\_\_\_\_ training centre (or alternatively) the Contract Advisor agrees to advance to the Player, expenses as follows:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_
- (e) \_\_\_\_\_

for the purpose of the Player attending at the \_\_\_\_\_ training centre.

The advance of these moneys shall only be repaid by the Player to the Contract Advisor from the salary earned and paid to the Player as a professional football player during his first two years following attendance at the training centre.

No more than 10% of the salary earned and paid to the Player as a professional football player in any one year shall be paid to the Contract Advisor as repayment of this advance.

In the event that the Player does not receive payment of a salary from participating in professional football sufficient to repay the whole advance within two years, or alternatively, in the event that the Player does not earn any income as a professional football player within two years, the advance from the Contract Advisor to the Player shall be forgiven and the Player shall have no liability to the Contract Advisor with respect to those moneys advanced and not repaid.

DATED at the City of \_\_\_\_\_, in the Province/State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACT ADVISOR

\_\_\_\_\_  
PLAYER