

STANDARD PLAYER AGENT AGREEMENT

THIS AGREEMENT is made on _____ day of _____ 20__

BETWEEN: _____ (“the Player)

of _____ (Address)

AND: RAH RAH RUGBY “the Agent”

collectively known as the “Parties”.

RECITALS:

- A. The Player is or maybe required to travel both nationally and/ or internationally as a Rugby Union Player or Coach
- B. The Agent is desirous of acting for or on behalf of the Player or Coach.
- C. The Player is desirous of retaining the Agent to represent, advise, counsel or assist the Player in relation to his rugby employment or placement
- D. The Party(s) hereby set out the terms of this Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS

In this Agreement unless the context otherwise requires or permits:

- (a) “Agent” means the person(s) acting for or on behalf of RAH RAH RUGBY.
- (b) “Player” means the person who is to play or coach rugby union
- (c) “Commencement Date” means the date set out in Clause 4.1
- (d) “Code of Conduct” means full intention and action towards the promotion and upstanding representation of the parties signed Agreement.
- (e) “Team Management” means Head Coach, assistant Coach, Team Manager, Trainers, Strength and or Conditioners, Doctors and Physiotherapists and anyone that falls under the management banner set out by the club.
- (f) “Term” means time and duration required of the Player as set out in the individuals’ contract or agreement.
- (g) “Placement” means the acceptance of playing terms and conditions with a union or club outside of home club or union.
- (h) “Party(s)” means the Player, the Coach, the Club and the Agent.
- (i) “Parties” shall mean the same as “Party(s)”

2. **PLAYER OBLIGATIONS**

The Player agrees to:

- a) act responsibly and not bring any Party into disrepute.
- b) be responsible for own actions at all times
- c) make a conscious and concise effort to assisting clubs, unions, coaches, team management and the Agent to obtaining information, achieving tasks and working within a team environment for direct benefit.
- d) finalise fees, bills, invoices or any outstanding finances in direct relation to the Player placement at least 7 days prior to placement or contract commencement. If not, then alternate arrangements must be in writing to effected Parties at least 7 days prior to commencement of placement or contract or the Player is at risk of forfeiting this Agreement and liable for payment immediately.
- e) authorise the Agent, to represent himself (the Player) in relation to provision of advice, counsel and assistance to him in the negotiation of a rugby union player placement agreement to a third party, club or union.
- f) pay the Agent the following fees: (If and where required)
 - \$
 - OR the % of:

3. **AGENT OBLIGATIONS**

3.1 The Agent agrees to:

- (a) represent the Player or provide advice, counsel or provide assistance to the Player with respect to procuring and negotiating a Rugby Contract for the Player.
- (b) comply with the regulations and Code of Conduct
- (c) maintain his status as the Agent throughout the Term unless this Agreement is terminated
- (d) establish and maintain, throughout the period of representation, and for a period of not less than two years after the conclusion of the Player's client relationship with the Agent, a comprehensive file and/or record of all services performed including but not limited to, notes and memoranda regarding contract negotiations, fee and representation agreements, rugby contracts, standard player / agent agreements and to deliver same to the Player on request in writing.
- (e) disclose in Appendix A to this Agreement whether the Agent holds current Professional Indemnity Insurance and the level of such cover and disclose any change to such cover in writing to the Player with seven (7) days.
- (f) not engage in any activity which creates an actual or potential conflict of interest with the effective representation of the Player, provided that the representation of other players who play the same position are of genuine better match or selected as fitting layers for requesting club or union.
- (g) inform the Player as he sees necessary of selection criteria and or placement requirement detail. The Agent reserves the right to not

disclose any selection criteria if he feels the Player may be offended or may disagree to criteria.

Note: the Agent reserves all rights to providing verbal or written assistance or advice with regards to the aforementioned conditions.

4. **TERM**

- 4.1 This Agreement will commence on ____/____/____ (“Commencement Date”) and subject to earlier termination if the Player Agreement is not upheld:
- i. [Date]; or
 - ii. Three (3) years from the Commencement Date, whichever is the earlier (the “Term”).
- 4.2 The Agent reserves the right to renew or omit contract at any time.
- 4.3 This Agreement shall not automatically rollover upon expiry of the Term.

5. **AGENT FEES**

- 5.1 Under no circumstances shall this Agreement permit the Agent to accept payment of any form to knowingly bring himself or any Party into disrepute. Payment of any type will not be accepted by the Agent if the full and best intentions and or interests of the Parties is not met.

6. **EXPENSES**

- 6.1 Except as otherwise set out in this Agreement, or approved in advance by the Player to be reimbursable, any costs incurred by the Agent shall remain the responsibility of the Agent.

7. **TERMINATION**

- (a) Either Party to this Agreement may terminate or withdraw giving at least three (3) months notice in writing and be received by other Party within three (3) month period. Termination by the Player in this manner shall not exclude the obligation of the Player to pay the Agent any fees and charges the Agent is rightly entitled to.
- (b) the Player shall have the full right to terminate this Agreement immediately upon the suspension, revocation or cancellation of the Agents trading right.
- (c) the Player shall have the right to terminate this Agreement immediately upon the failure by the Agent to lodge the Agreement with the club or union as and when required by the club or union.

8. **DISPUTES**

- 8.1 In the event of 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, the Party must first refer the dispute to the involved Party(s) and then attempt justification or resolution of dispute.

- 8.2 In the event the Player desires to utilise services of a different agent during the term of this Agreement pursuant to clause 9.1, the Player is required to make an election in writing notifying the Agent and the relevant Rugby Body, which third party shall conduct any negotiations on his behalf with a Rugby Body, prior to any such negotiations beginning.
- 8.3 In the event a Rugby Contract is negotiated by a third person not a Party to this Agreement, the Agent shall be entitled to recover the full fees owing for the length of this Agreement but shall not be entitled to recover any fees applicable to any upgrade in value of the existing Rugby Contract or any fees applicable to any new term of Rugby Contract negotiated by such third person.

9. NOTICES

9.1 **Method of Giving Notices.** 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 as notified in the agreement; or
- (b) transmitted by facsimile transmission to that Party's address.

9.2 **Time of Receipt.** 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 facsimile to a Party's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next following business day.

9.3 **Address of Parties.** For the purposes of this clause the address of a Party is set out below.

The Player's Postal Address:

The Player's Facsimile Number:

The Agent's Postal Address:

PO BOX 1733,
BURLEIGH HEADS, QLD 4220

The Agent's Facsimile Number:

10. INDEMNITY

It is understood and acknowledged by the Parties that the Player and Agent have voluntarily entered into this Agreement and it is agreed that the Player and the Agent both hold harmless, their officers, employees and representatives (the "Indemnitees") from any and all liabilities, damages, costs and expenses whatsoever suffered by the Player or the Agent, 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 Agent.

11. LAW AND JURISDICTION

Governing Law. This Agreement is governed by the law in force in Queensland, Australia

12. **GENERAL**

Amendment. This Agreement may only be amended in writing signed by the Party's and provided that any such amendment is more beneficial to the Player. 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.

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 all Party's prior to placement.

Lawyer/ Solicitor / Attorney Any Lawyer/ Solicitor / Attorney who executes this Agreement on behalf of a Party declares that the Lawyer / Solicitor 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 Assurance. 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, 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.

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

Signed by

Signed by

[the PLAYER]

[the Agent]
(RAH RAH RUGBY)

in the presence of:

in the presence of:

.....

Witness

.....

Witness

APPENDIX A

Professional Indemnity: - **YES / NO**

If yes, please state amount/details of cover and name of insurance company: