

# WESTERN REGION FOOTBALL LEAGUE PLAYING CONTRACT

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This Contract is made on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ between the following parties:

(Insert full name and address of the Player); and

(Insert name and address of Club)

## RECITALS

- A. The Club is a Member of the WRFL (WRFL).
- B. The Player is a person who is entitled to play Australian Rules Football in the competition which is administered by the WRFL.
- C. The Club wishes to contract the Player to play Australian Rules Football for the Club.
- D. The Player consents to play Australian Rules Football for the Club.
- E. The Club and the Player have agreed to enter into this Contract to evidence the terms and conditions of the appointment of the Player.

## THE PARTIES AGREE

In consideration of, among other things, the mutual promises contained in this Contract, the parties agree as follows:

### 1. TERM

- 1.1 This Contract applies for the following Australian Rules Football playing season(s) \_\_\_\_\_ (*indicate in years, ie, 2006, 2007*).
- 1.2 This Contract commences on the date it is signed by the parties and will terminate on the 31<sup>st</sup> day of October in the last year referred to in clause 1.1 of this Contract (Term).

### 2. REMUNERATION

- 2.1 The Club will pay to the Player the remuneration which is set out as follows:

Match payments	\$	(for each Senior match played)
	\$	(for each Reserves match played)
Base salary	\$	(per season regardless of matches played)
Other	\$	
- 2.2 The Club agrees to comply with any relevant law as a result of engaging the Player for services associated with the Club.
- 2.3 The Player will be paid *[insert how and when the Player be paid]*.
- 2.4 The parties agree that the Club has the right to impose a financial penalty on the Player for any breach of this Contract.



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Club Initial

.....  
Player Initial



2.5 If at any time during the Term of this Contract, the Player is unavailable to play for the Club:

- (a) as a result of suspension, disqualification or deregistration by the WRFL Tribunal, or the WRFL or the Club for a breach of the WRFL Constitution, Rules, Regulations or determinations of the WRFL or the Club; or
- (b) by virtue of his inclusion on the Senior or rookie list of an AFL or VFL Club or in the team of an AFL or VFL Club pursuant to the Player rules of both the AFL and the VFL;

the Club may at its discretion, terminate or reduce all payments to which the Player would otherwise have been entitled in respect of such matches or period when the Player was unable to play football for the Club as a result of unavailability.

### 3. SPECIAL CONDITIONS

The Player agrees to perform the following special conditions for the Term of this Contract:

### 4. GENERAL PLAYER OBLIGATIONS

The Player agrees as follows:

- (a) To attend all training sessions and team meetings of the Club.
- (b) To obey all reasonable directions of the Senior Coach, Club President, Club Secretary and any other authorised representative of the Club.
- (c) To play in all football matches in which the Player is selected to play or as otherwise directed by the Club unless a duly qualified medical practitioner rules the Player is unfit to play.
- (d) To comply with all reasonable requirements of the Club relating to preparation for matches, attendance at social functions, behaviour and dress.
- (e) Not to play or train with any other Club or team (save for a Victorian representative team or a WRFL representative team) without first obtaining the written consent of the Club.
- (f) Not to enter into any contract, agreement, arrangement, Understanding or option to play Australian Rules Football for any other Club, company, person or entity without first obtaining the written consent of the Club.
- (g) To do everything reasonably necessary to obtain and maintain the best possible physical condition so as to render the most efficient service to the Club.
- (h) To disclose to the Club any physical or medical condition or ailment which could affect the ability of the Player to carry out his obligations Under this Contract.
- (i) To maintain membership of a recognised hospital and medical benefits fund which provides hospital, medical and dental benefits coverage and includes ambulance subscription.
- (j) During WRFL matches, wear only such items of playing apparel as may be approved of or prescribed by the WRFL.
- (k) Not to 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.
- (l) To take upon himself the risk, both physical and legal, of injury arising in the course of training for and participating in a game of Australian Rules Football.



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Club Initial

.....  
Player Initial



- (m) To give the Club authorisation to use his name, photograph, likeness, reputation and identity for promotional purposes and advertising the game of Football and the business and Undertaking of the Club.

## 5. CLUB OBLIGATIONS

The Club agrees as follows:

- (a) To pay the Player the amounts set out in clause 2 of this Contract, in the manner specified in the Contract.
- (b) To make available for the benefit of the Player reasonable medical and training facilities and staff at each training session and for each match in which the Club participates.
- (c) The parties acknowledge that the Player will be covered by the insurance arrangements entered into by the WRFL on behalf of the Club and the Player for the duration of this Contract, and for the period that the Player is playing Australian Rules Football for the Club.

## 6. JOINT PLAYER AND CLUB OBLIGATIONS

- 6.1 The Club and the Player jointly and separately acknowledge and agree to comply with and observe the Constitution, Rules, Regulations, determinations and resolutions of the WRFL that are in force from time to time during the Term of the Contract.
- 6.2 The Club and the Player also jointly and separately acknowledge and agree to comply with and observe any Australian Football League (AFL) Law, the AFL Code of Conduct and any AFL or AFL Victoria Rules, Regulations, policies and procedures which are relevant to the WRFL competition and that are in force from time to time during the Term of the Contract.

## 7. DISPUTE

- 7.1 In the event of a dispute arising between the parties during the Term of this Contract or following the termination of the Contract, the parties must attempt to resolve the matter between themselves within 14 days of the dispute arising.
- 7.2 If the parties are not able to resolve the matter themselves, the parties may attempt to resolve the matter as appropriate in the circumstances and after having regarding to clause 11 of this Contract.

## 8. TERMINATION

This Contract may be terminated by:

- (a) The Club if the Player is in breach of any of his obligations under this Contract 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.
- (b) The Player if the Club is in breach of any of its obligations under this Contract 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.
- (c) The Player immediately by notice in writing given to the Club upon his name being included, in accordance with the Rules of the AFL or the Victorian Football League (VFL), on the Official list of Players of any team competing in the AFL or VFL competitions.



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Club Initial

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Player Initial



**9. PLAYER MOVEMENT TO AFL/VFL**

9.1 The Player will remain contracted with the Club until the expiration of the Contract or unless the Contract is terminated by the Player in accordance with clause 8(c) of this Contract. It is agreed by the parties to this Contract that either an AFL or a VFL contract will take precedence over this Contract and that the Rules and Regulations of the AFL or VFL will be adhered to in accordance with clause 6.2 of this Contract.

9.2 The Player agrees that he will not use the provisions in clauses 8(c) and 9.1 of this Contract to terminate his Contract with the Club in order to play for another Club during the Term of this Contract.

**10. PLAYER TRANSFER/CLEARANCE**

The parties acknowledge that this Contract will not be valid and effective until the Player has received the required transfer/clearance authorisation from either his former Club and/or the Football league where the Player has previously played Australian Rules Football and remains eligible to participate as a Player.

**11. GOVERNING LAW**

This Contract shall be governed by the laws of the State of Victoria, and the parties submit to the exclusive jurisdiction of the Courts of that State.

**12. WAIVER**

This Contract may only be varied by written agreement between the parties.

**13. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, understandings, representations or communications in relation to or incidental to the subject matter of this Contract.

.....  
(Player Signature)



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Club Initial

.....  
Player Initial



## ACKNOWLEDGEMENT

The Club and Player acknowledge that by signing this Contract, they have read, Understood and agreed to be bound by the terms contained in this Contract.

Executed as a Contract:

Signed by:

.....  
(Player Signature)

.....  
(Club Representative Signature)

(Name of Player)

(Name of Club Representative)

(Position of Club Representative)

Signed in the presence of:

.....  
(Witness Signature)

(Name of Witness)

*A signed copy of this Contract should be retained by both the Player and the Club.*

*A copy of this Contract must be lodged by the Club with the WRFL. The Contract will be treated confidentially by the WRFL*



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Club Initial

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Player Initial

