

IMPORTANT NOTICE TO PLAYER

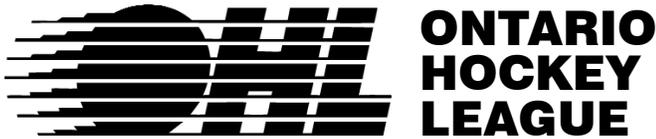
This agreement imposes obligations upon you and confers to you certain benefits.

1. Before signing this agreement, you should:
 - a) obtain independent legal advice to enable you to fully understand and appreciate your rights and obligations under this agreement; and
 - b) make sure that all terms and conditions agreed upon by you and the Ontario Hockey League club are reduced to writing and contained in this agreement.
2. The Ontario Hockey League will only approve agreements which:
 - a) are written on its standard agreement form;
 - b) are signed by both the Player and the Ontario Hockey League club; and
 - c) have been filed together with either the certificate of independent legal advice or waiver thereof in the prescribed form with the Ontario Hockey League Office.
3. Three copies of the signed agreement shall be forwarded to the Ontario Hockey League Office for approval and registration. One copy will be retained by the Ontario Hockey League. Two copies will be returned to the Ontario Hockey League club and the Ontario Hockey League club shall immediately deliver one copy to the Player.

4. If the agreement is not approved with ten (10) days from the date on which it is actually received in the Ontario Hockey League Office (except with respect to agreements received in the month of July which shall be deemed to be received on August 1st for the purposes hereof), it shall be deemed to be null and void and both the Player and the Ontario Hockey League club will be relieved of their mutual obligations.
4. Except as otherwise provided by the By-Laws of the Ontario Hockey League, no Player shall be permitted to participate in an Ontario Hockey League regular season or playoff game unless such Player has signed the standard agreement form and it has been filed with and approved by the Ontario Hockey League.

NOTICE TO LEGAL ADVISOR

The Commissioner of the Ontario Hockey League is not empowered to approve agreements, the terms of which have been significantly altered. The Ontario Hockey League requests that you advise the Player fully of all the rights and obligations imposed by this agreement prior to the Player signing the agreement.



OHL STANDARD PLAYER AGREEMENT FORM

1. PARTIES TO THE AGREEMENT

Agreement between (name of club) _____
(the "Club"), a member of the Ontario Hockey League (the "OHL")
which is a member League of the Canadian Hockey League
(("CHL")), and (name of Player)
("the Player"). _____

2. TERM OF THE AGREEMENT

- a) The Club, under the terms of this agreement, retains the services of the Player for a period of ____ year(s), beginning on the day of _____, 20__ and ending on the _____ day of _____, 20__.
- b) The Player hereby grants to the Club the option to be exercised by notice in writing to the Player on or before the 31st day of August, 20____, to extend this agreement and the Term for a further year being the year of the Player's "over-age" eligibility on the same terms and conditions as set out herein.

3. DUTIES OF THE CLUB

- 3.1 The Club shall pay to the Player the allowance and provide to the Player the benefits set out in Schedule "A" attached hereto and made part hereof.
- 3.2 The Club hereby accepts and obliges itself to furnish to the Player the means to develop the Player's hockey-playing abilities for the purpose of becoming an accomplished hockey player, all as set out in Schedule "A", subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs.

4. DUTIES OF THE PLAYER

- 4.1 The Player agrees to give his exclusive services to the best of his abilities as a hockey player in all games leading to the championship of the OHL, the All-Star Game, the pre-season games, playoff games, games of the series of the Memorial Cup and such other games as may be sanctioned by the OHL. The Player agrees not to participate in any other hockey

- 4.2 The Player further agrees to:
 - a) Report to the Club's training camp in good physical condition, at the time and place designated by the Club;
 - b) Maintain himself in a good physical condition at all times throughout the Club's season;
 - c) Devote his hockey playing abilities as a hockey player exclusively to the Club during the Term;
 - d) Co-operate and participate in the promotional activities sponsored by the Club and/or the OHL in the best interests of the Club and of hockey;
 - e) Behave, at all times and under all circumstances, whether on or off the ice in a manner consistent with good standards of honesty, morals, fair play, and the rules of the OHL and the Club, and never to adopt behaviour which could be detrimental to the well-being of the Club, the OHL or hockey in general;
 - f) Use the equipment and supplies, including without limitation uniforms, skates, helmets and protective gear provided by the Club in accordance with OHL/CHL agreements; and
 - g) Use his best reasonable efforts to remain in school and to pursue an education while playing for the Club, it being understood that the OHL and its member Clubs promote and support the concept of players pursuing their education to the maximum reasonable extent.

5. PUBLICITY

- 5.1 The Player hereby assigns irrevocably to the Club and the OHL and any licensees of the Club and the OHL on a non-exclusive basis, all rights to the Player's name, image, likeness, signature, statistical record and biographical information (collectively the "Player's Image") and understands and accepts that the Club or the OHL may authorize, or otherwise license, any individual firm or corporation to take any pictures, films or any other images of the Player. The Player recognizes that all rights in such pictures, films and other images shall be the sole property of the Club or the OHL and that either the Club or the OHL may use or distribute such material in any manner as they see fit and that such use or distribution by the Club or the OHL may take place either during the Term or thereafter.
- 5.2 The Player further acknowledges and accepts that, in consideration of being permitted to play hockey in the OHL and in consideration of the benefits derived by the Player under this agreement, the Player hereby consents and agrees to the use by or on behalf of the OHL, the CHL and the Club and their agents, licensees, contractors, successors and assigns,

of the Player's Image in connection with the manufacture, sale, distribution, marketing and advertising of souvenir material or memorabilia of the OHL, the CHL and the Club, including without limitation, hockey cards. In furtherance of the foregoing, the Player hereby agrees upon reasonable request, to pose in his hockey equipment from time to time for such photography sessions as may be required by or on behalf of the OHL, CHL or the Club in connection with such souvenir material and memorabilia.

- 5.3 It is acknowledged by the parties that the proceeds from the sale of souvenir materials and memorabilia shall be used, in part, to fund the allowances and benefits to the Player set forth in Schedule "A".
- 5.4 The Player hereby agrees not to use the Player's Image in conjunction with the OHL's, the CHL's or the Club's logos, trademarks or copyrights except with the OHL's, the CHL's and/or the Club's written authorization.
- 5.5 The Club recognizes that, except as contemplated hereby, the Club shall not restrict the Player in the personal use of the Player's Image.
- 5.6 The Club recognizes that it does not have the right, except as contemplated hereby, to utilize the Player's Image in connection with committing the Player to any endorsements of particular products and/or services without the Player's prior consent. Provided, however, that the Club may use the Player's Image as contemplated in this Agreement and to recognize the sponsor of any OHL, CHL or Club award of which the Player is the recipient.

6. ACKNOWLEDGEMENT

- 6.1 The Player acknowledges that the Club's contributions under this agreement, including but not limited to monies, facilities, equipment, coaching, opportunities and services are an essential part in the development of the Player's hockey skills and abilities. The Player further acknowledges that the Club's contribution is valuable to the Player in helping the Player prepare for sought after professional hockey positions.

7. MEDICAL EXAMINATION

- 7.1 The Player shall prior to the start of each hockey season at the opinion of the Club, either deliver to the Club a certificate from a medical doctor current-dated stating that the Player is fit to play hockey for the Club or attend before a medical doctor designated by the Club for a complete medical examination.

8. PHYSICAL CONDITION AND INJURY

- 8.1 If the Player is disabled or unable to perform his duties under this agreement he shall submit himself for medical examination and treatment by a physician selected by the Club. When such examination and treatment is made at the request of the Club, it shall be at the Club's expense (unless made necessary by some act or conduct of the Player contrary to the terms and provisions of this agreement).
- 8.2 If the Player, in the sole judgement of the Club's physician is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season so as to render him unfit to play skilled hockey, (unless such condition is the direct result of playing hockey for the Club), then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or unfitness, and no benefits shall be payable for that period under this agreement.
- 8.3 If the Player is injured as a result of playing hockey for the Club, the Player shall fully utilize all insurance and medical benefits which the Player or his family has or to which he may be entitled. The Club shall take out and maintain for the benefit of the Player and the Player shall receive the appropriate benefit of the CHA National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL.
- 8.4 If the Player is injured as a direct result of playing for the Club, and the injury renders him, in the sole judgement of the Club's physician, unfit to play skilled hockey for the balance of the season or any part thereof, then, during such time as the Player is unfit, but in no event beyond the end of the season in which the injury occurred, the Club shall pay the Player the compensation herein provided for and the Player releases the Club from any and every additional obligation, liability, claim or demand whatsoever known or unknown.
- 8.5 If, upon joint consultation between the Player, the Club's physician and the Club's representative, they are unable to agree as to the physical fitness of the Player to return to play, the Player agrees to submit himself for examination by an independent medical specialist and the parties hereto agree to be bound by the decision of such independent specialist. If the Player is declared to be physically able to play and refuses to do so he shall be liable to immediate suspension without benefits.

9. RECOURSES OF THE CLUB

- 9.1 The Player acknowledges that the Player has exceptional and unique skill and ability as a hockey player and that the Player's services to be rendered hereunder are of a special, unusual and extraordinary character and upon any default of the Player of any obligations or duties imposed under this agreement, damages will not be adequate or reasonable compensation at law for the Club and agrees therefore that the Club may, in addition to any other recourse for damages that it may have, obtain injunctive and other equitable relief to prevent a breach of this agreement by the Player, including the right to enjoin the Player from playing hockey for any amateur or professional club and to compel the Player to honour his obligations under this agreement; provided that the Club recognizes the right of the Player to play in the National Hockey League ("NHL") pursuant to the NHL/CHL Agreement.

10. TRANSFERABILITY OF AGREEMENT

- 10.1 It is mutually agreed that the Club shall have the right to assign, exchange and transfer this agreement to any other OHL Club and the Player agrees to accept and be bound by such exchange, assignment or transfer and will faithfully perform and carry out this agreement with the same purpose and effect as if it had originally been entered into by the Player and such other Club. Such assignment, exchange or transfer may be by way of a transaction between Clubs or by way of a Player draft sanctioned by the OHL.
- 10.2 It is further mutually agreed that in the event that this agreement is assigned by the Club to another Club, the Club shall, by notice in writing delivered personally to the Player or by mail to the address set out below the Player's signature, advise the Player of the name and address of the Club to which the Player has been assigned, specifying the time and place that the Player must report to such Club. If the Player fails to report to such other Club at the directed time the Player may be suspended by such other Club and no allowance or other financial benefits shall be payable to the Player during the period of such suspension.
- 10.3 When this agreement has been assigned, the Club or any Club to which the Player may be assigned, shall pay the reasonable and necessary travel costs of the Player in reporting to the assignee Club.

11. TERMINATION BY PLAYER

- 11.1 If the Club is in default of any payments or other benefits rightfully due to the Player as provided in this agreement or in performing any other of the Club's obligations under this agreement, the Player may by notice in writing to the Club and to the OHL specify the nature of the alleged default. If the default has not been remedied within fifteen (15) days from the receipt of such notice by the Club and the OHL, this agreement may be terminated by the Player by notice in writing to the Club and the OHL on the sixteenth (16th) day following the Club's receipt of such notice and all of the obligations of the parties shall cease, except for the obligation of the Club to pay the Player's allowance to the date of termination.

12. TERMINATION BY THE CLUB

- 12.1 The Club may terminate the present agreement (subject to paragraph 12.2) upon notice to the Player in any of the following cases:
- a) if the Player defaults, or refuses or neglects to provide the services agreed upon in this agreement;
 - b) if the Player defaults, or refuses or neglects to obey the rules established by the OHL or the Club concerning training and the conduct of Players;
 - c) if the Player fails, in the sole opinion of the Club to demonstrate sufficient skill and ability to deserve a position as a Player with the Club; or
 - d) if the Player is expelled from the OHL or suspended by the OHL for a period of one year or more.
- 12.2 If the Club terminates this agreement pursuant to paragraph 12.1(c) and if the Player is attending a post-secondary educational institution at the time the Club terminates this agreement, the Club shall pay the Player's room and board until the end of the then current school semester on the condition that the Player cannot reasonably pursue the same studies at the place of the Player's domicile. All other financial obligations and benefits to the Player immediately cease upon the termination of this agreement by the Club.
- 12.3 After such termination as provided in paragraph 12.1, the Club acknowledges that the Player is free to enter other hockey playing agreements with organizations other than the Club; provided however that the Player may not enter into a hockey playing agreement with a CHL team other than the Club as long as the Player is included on the protected list of the Club in accordance with the OHL By-Laws.

13. LOSS OF FINANCIAL BENEFIT DURING SUSPENSION BY CLUB OR LEAGUE

13.1 In the event of the Player's suspension by the Club pursuant to any provision of this agreement, at the option of the Club, an amount equal to the exact proportion of such allowances and financial benefits as the number of days suspension bears to the total number of days of the regularly scheduled games shall be deducted from all allowances and other financial benefits that may be due to the Player under this agreement.

14. LEAGUE CONSTITUTION AND BY-LAWS

14.1 The Club and Player severally and mutually promise and agree to be legally bound by all the terms and provisions of the Constitution, By-Laws and Regulations of the OHL from time to time. A copy of such documents shall be open and available for inspection by the Club and Player at the main office of the OHL and at the main office of the Club.
14.2 The Club and the Player further agree that any unresolved dispute between the parties shall be referred to the Commissioner of the OHL within one year from the date such dispute arose for arbitration. The Commissioner's decision shall be accepted as final and binding by both parties.

15. APPROVAL BY OHL COMMISSIONER

15.1 This agreement, if not inconsistent with the OHL Constitution, By-Laws and Regulations, shall be valid and binding upon the Club and the Player immediately upon its execution. The Club agrees to file this agreement with the OHL Commissioner within ten (10) days after its execution.
15.2 If pursuant to the OHL Constitution, By-Laws or Regulations, the Commissioner disapproves this agreement within ten (10) days after its filing in his office (except if this agreement is filed in the month of July, in which case the agreement shall be deemed for the purposes hereof to be filed on August 1st), this agreement shall immediately terminate and be of no further effect and the Club and the Player shall be relieved of their respective rights and liabilities hereunder.

16. TOTAL AGREEMENT

16.1 The parties acknowledge that this agreement and Schedules "A", "B" and "C" attached hereto fully set forth all understandings and agreements between them and agree that no other understandings or agreements, whether heretofore or hereafter made, shall be valid, recognizable or of any effect whatsoever unless executed by the Player and an authorized representative of the Club and filed with the OHL in accordance with the then current OHL Constitution, By-Laws and Regulations.

17. GOVERNING LAW

17.1 This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereby attorn to the jurisdiction of the courts of the Province of Ontario.

SCHEDULE A

1. ALLOWANCES

1.1 The Club shall pay (in the currency of the country in which the Club is situated) to the Player, the following sums as an allowance for the Player's exclusive services:

Season	Amount of Allowance	Timing of Payment
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.2 Payment of the allowances to the Player shall be made commencing _____

Payments shall continue for the season and the playoffs and shall end on the date of the last scheduled game of the Club. If the Player's services are not required for the entire period of the regular schedule and playoffs, the allowances to be paid shall be established on a pro rata basis based upon the actual number of days of employment in relation with the number of days of the entire regular schedule of the Ontario Hockey League.

1.3 In addition, during the term, the Club shall pay to or on behalf of the Player the following:

- a) The reasonable cost of school tuition and of school materials;
- b) The Player's reasonable room and board from the day the Player reports to the Club until the date of the last scheduled game of the Club;
- c) Reasonable travel expenses from the Player's domicile to the Club's training facilities or other location specified by the Club.
At Christmas time, the Club will pay for the reasonable cost of return transportation to the Player's domicile and at the end of the season, the Club will pay for the reasonable cost of direct transportation to the Player's domicile; provided that all such travel is within North America;
- d) Reasonable travelling, lodging and meal expenses for the Player while travelling on the road for the Club in other than the Club's home municipality; and
- e) The cost of maintaining for the Player the benefits of the CHA National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL.

2. CONTRIBUTION TO PLAYER DEVELOPMENT: DUTIES OF THE CLUB

- 2.1 The Club agrees to provide the Player with:
 - a) training facilities and hockey equipment suitable for the use in playing hockey for the Club;
 - b) professional training, including supervised training periods and coaching in the fundamentals of hockey;
 - c) subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs, the opportunity to demonstrate the player's talent and playing abilities to the public, the media, professional coaches or scouts;
 - d) an opportunity to initiate a hockey career (at the end of his junior career) by making all relevant data, information and/or statistics about the Player available to professional hockey organizations or others who may indicate an interest in the Player's career;
 - e) appropriate medical supervision for games in which the Player participates on behalf of the Club; and
 - f) during the term of this agreement, the Club agrees to provide counselling where necessary with regard to the Player's schooling and school activities, to provide a tutor as necessary, and to provide monthly progress reports to the Player's parents regarding the Player's school activities and performance.

3. PLAYER BONUS BASED ON TEAM PERFORMANCE

3.1 The Player shall be entitled to the bonuses, if any, set forth in Schedule "B" up to maximum permitted by OHL By-Laws.

EXECUTION BY PARTIES

IN WITNESS WHEREOF, the parties hereto have signed and set their seals hereunto this _____ day of _____, 20__.

SIGNED SEALED AND
DELIVERED IN THE
PRESENCE OF

Name of Club

Witness

By: Authorized Signing Officer
(Title:)

Signature of Player

Home Address of Player

Date of Birth of Player

Player's Social Insurance Number

ACKNOWLEDGEMENT OF PARENT OR GUARDIAN OF PLAYER

I / We, _____, parent(s) or guardian(s) of _____ (the "Player") a Player signing the Standard Player Agreement with the Ontario Hockey League Club (the "Club") hereby acknowledge that:

- 1. This acknowledgement does not form part of the Standard Player Agreement, but is merely related thereto.
- 2. I/We have read and understand the terms and conditions contained in the Standard Player Agreement.
- 3. I/We have no objection to the Player agreeing to the terms and conditions of the Standard Player Agreement.
- 4. I/We acknowledge that the Club's contributions under the Standard Player Agreement, including but not limited to monies, facilities, equipment, coaching, opportunities, and services are an essential part in the development of the Player's hockey skills and abilities, and that the Club is making a valuable contribution to the Player in helping him to prepare for sought-after professional hockey positions.
- 5. After due deliberation and having sought whatever advice I/We deem appropriate, I/We acknowledge that the Standard Player Agreement being signed by the Player is, all things considered, for the benefit of the Player and I/We approve of it.

Witness

(Signature of Parent or Guardian)

Witness

(Signature of Parent or Guardian)

Date

NOTE: Agreement must be filed with either Certificate or Independent Legal Advice or Waiver.

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____ a member of the bar of the Province / State of _____, hereby acknowledge that:

- 1. I have been consulted by _____ (Player's name) as to the advisability of his signing this Standard Player Agreement.
- 2. I am not acting in any way on behalf of the Club or the OHL and am consulted by the Player and have advised him independently of the OHL, the Club or their officers and employees. I have placed the Player's position and the consequences of his signing this Standard Player Agreement fully and plainly before the Player and the Player declared that the Player fully understood the nature and effect of the said Standard Player Agreement and acknowledged that the player is executing it freely and voluntarily and as the Player's own act and deed without any fear, threat, influence or compulsion of, from or by the OHL, the Club, or their officers and employees.

(Signature of Lawyer)

WAIVER

The Player acknowledges that the Player has been advised that the Player should obtain independent legal advice. The Player has decided not to obtain this advice. In arriving at this decision, the Player has not been subjected to any duress or influence on the part of the Club or the OHL.

Witness

(Signature of Player)

APPROVAL BY COMMISSIONER

I hereby certify that I have, on this date, received, examined, approved and noted on record the within agreement and that it is in regular form.

Dated at _____ this ____ day of _____, 20__

Commissioner
Of the Ontario Hockey League