National Basketball League of Australia -- Playing Contract.

NATIONAL BASKETBALL LEAGUE OF AUSTRALIA

THIS CONTRACT IS A LEGAL DOCUMENT AND BY SIGNING IT YOU WILL BE BOUND BY ITS CONTENTS.

PLAYING CONTRACT

THIS CONTRACT IS ENTERED INTO ON THE _____ DAY OF _____, 19_____.

BETWEEN

_____ OF _____ (The Player)

AND

_____ OF _____ (The Club)

INTRODUCTION

The Club is a member of NBL Management Limited and holds a license to participate in the National Basketball League. The Player is a skilled basketball player. The Club wishes to contract the Player on the terms and conditions of this contract and the player has agreed to enter this contract with the Club.

THE PARTIES AGREE AS FOLLOWS:

1. TERM

This contract shall commence on the date on which it is signed and will finish on the _____ day of_____, 19_____.

2. PLAYER'S DUTIES

The Player agrees to -- Play basketball	2.1	Play basketball for the Club- (a) whenever and wherever reasonably required; (b) to the best of his skill and ability, to the highest professional standard; (c) in a sportsmanlike manner in accordance with the Rules of basketball.
Training	2.2	Attend all training sessions and team meetings of the Club and participate therein to the best of his skill and ability.
Fitness	2.3	Do everything reasonably necessary to obtain and maintain the level of physical condition required by him of the senior coach and to undergo such fitness and medical testing as is directed by the senior coach.
Obey directions	2.4	Obey all reasonably directions of the

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		senior coach, general manager and Board of Directors of the club.
Notice of injury	2.5	Within 24 hours of becoming aware of any illness, injury or other ailment, forthwith notify the senior coach or general manager of such illness, injury or other ailment. The Player warrants that at the date on which he signs this contract he is not suffering from and has not suffered from any illness, injury or other ailment of which he is aware which may render him incapable of performing his obligations except any illness, injury or other ailment of which the senior coach and/or the general manager are aware.
Promotions	2.6	Participate in all activities reasonably required by the Club or the NBL for the promotion of basketball and, in particular (a) punctually attend appointments to make appearances in public, on television or radio; (b) act, dress and behave in public with propriety and decorum and refrain from any conduct which may injure the reputation of the Club or the NBL or which may prejudice or lessen the value of the Player's services as a member of the Club; (c) not do anything which may render the player liable to be suspended or prohibited from participation in any one of more matches in the NBL or in any basketball competition in which the Club participates.
Other sporting	2.7	Not engage in any other sport activities or dangerous or hazardous activity or occupation which in the reasonable opinion of the Club may affect the Player's ability to perform his obligations under this contract without first obtaining the consent of the Club, which consent shall not be unreasonably withheld.
Club & NBL Rules	2.8	Be bound by and observe the Memorandum and Articles of Association and rules of the Club and the NBL and any resolution or

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		determination of the Club or the NBL which may be made prior to or after the execution of this contract.
Drugs	2.9	
	2.9.1	To neither take nor use drugs or stimulants, nor participate in other practices prohibited by the NBL or the Club.
	2.9.2	That if required at the sole discretion of the NBL, the Club or the Australian Sports Drug Agency at any time undergo a test or tests to provide a sample which may be analyzed to determine whether or not he has taken or used drugs or stimulants or participated in any other practices prohibited by the above bodies.
	2.9.3	That if he refuses or declines to undergo the tests or to provide the sample, or if the test or sample results in the detection of a prohibited drug, stimulant or practice, he shall be deemed to be guilty of serious misbehavior pursuant to clauses 7(2)(b) hereof and the Club may terminate this contract forthwith by giving written notice to the player.
Public criticism	2.10	Not to make, comment, issue, authorise, offer or endorse any public criticism or any statement having or designed to have an effect prejudicial to the best interests of the game of basketball, the NBL, the Club or any coach, player or officer thereof.
Betting and bribes	2.11	Not directly or indirectly bet on any match or series of matches conducted by the Club or the NBL or to offer or receive any bribe or inducement to cause a match in which the Club is involved to be determined otherwise than on its merits.
Other contracts	2.12	Subject to any contract with the ABF to compete as a member of the Australian National Team or Squad not enter into any contract, agreement, arrangement, understanding, discussion, negotiation or option during the currency of this contract to play basketball for any other club, company, person or entity without first obtaining consent of the Club.
Endorsements and merchandising	2.13	Not enter into any contract, arrangement or understanding to promote the Player's name, photograph, representation, likeness and identity or endorse any product or service without first obtaining the consent of the Club.

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Apparel and equipment	2.14	To wear such items of clothing, playing apparel and equipment, (including basketball boots or shoes), as are approved or prescribed by the Club.
Photographs, etc.	2.15	Permit the Club and the NBL to use he photograph, reputation, likeness and identity of the Player (all of which it is agreed belong to the Club) for the purpose of promotion of the game of basketball, the Club or the NBL or for the purpose of promoting apparel or other merchandise for sale by the Club and/or the NBL.
Hospital & medical benefits	2.16	Obtain and maintain membership of a recognized hospital and medical benefits fund which provides the maximum hospital, medical and dental benefits coverage.
National team	2.17	Make himself available to play for the Australian National Team or Squad when and if required by the ABF to do so and in the event that the Player declines, refuses or fails to fulfill such an obligation then he is ineligible to compete in the NBL competition for the period he would otherwise have been committed to the Australian National Team or Squad.
3. CLUB'S DUTIES		
Payment	3.1	The Club agrees to pay to the player the amounts of money set out in the Schedule of Payments on the date set out therein.
Medical and training facilities	3.2	The Club shall make available for the benefit of the Player reasonable medical and training facilities at each training session and match in which the Club participates.
Hospital, medical And dental	3.3	The Club agrees to pay to the Player any medical, hospital or dental expenses which are not recoverable by the Player from the hospital and medical benefits fund of which he is a member provided the expenses arise from an injury sustained by the Player while playing or training for the Club and provided that such treatment is authorised in advance by the Medical Officer or General Manager of the Club.
Travel, accommodation	3.4	The Club agrees to pay the cost of travel and accommodation for the Player when he is required to travel to play for the Club or to fulfill any other

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obligation under this contract.

4. FINES, SUSPENSION

4.1 The Player acknowledges that the Club has the power to fine him for breaches of the Player's obligations pursuant to Clause 2 hereof.

4.2 The Player acknowledges that the NBL Rules make provision far the NBL to fine or suspend the Player.

4.3 In the event that the Player found guilty of a breach of the Rules of the NBL or the Club and thereby liable to a fine or suspension, the Club may --

(a) deduct the amount of any such fine or fines from the remuneration due to the Player and, in the event of a fine by the NBL, pay the same to the NBL;

(b) in the event of suspension, deduct from the remuneration due to the Player, monies calculated on a pro rata basis according to the number of appearances which the Player fails to make as a result of such suspension.

5. INJURY, ILLNESS -- TERMINATION OR REDUCTION OF PAYMENTS

(a) In the event that an injury is sustained by the Player while representing the Club or the NBL or in any official training session conducted by the Club and which such injury in the opinion of the Club Medical Officer prevents the Player from playing in NBL matches for the Club, the Club shall continue to make such payments as are required by this contract PROVIDED THAT the Club may at its discretion termination or reduce such payments after the Player has missed either five consecutive matches or a total of ten matches in any one NBL season.

(b) In the event that the Player becomes ill or is injured during the course of his alternative employment or during any other activity and not as a direct result of his carrying out his obligations to the Club as a basketball player, and where such injury or illness in the opinion of the Club Medical Officer prevents the Player from playing in NBL matches for the Club, then the Club may at its discretion terminate or reduce such payments.

6. ACKNOWLEDGEMENT OF CLUB AND NBL RULES

It is hereby acknowledged by the Player that the Rules of the Club and the NBL;

(a) restrict the freedom of the Player to transfer from the Club to another Club in the NBL;

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(b) restrict the total basketball payments that the Club may make or apply for the benefit of its players;

(c) provide the power to impose fines and suspensions on the Player; and,

(d) provide for the NBL to obtain information as to payments made to the Player by the Club.

The Player hereby agrees to be bound by and comply with the Rules of the NBL and the Club and acknowledges that they may contain restraints on trade of persons who play basketball and that the Player accepts those restraints as reasonable for promotion of the game of basketball and agrees that this contract may be treated as an absolute bar to any actions, proceedings, claims, suits or demands made by the Player against the NBL or the Club.

7. TERMINATION OF CONTRACT

By a Player --			
Payment	7.1	If the Club --	
		(a)	defaults in payment of any part of the remuneration to the Player, or
Default of failure		(b)	fails to perform any other material obligations pursuant to this contract -- the player shall notify the Club in writing of the facts constituting such default or failure. In the event that the Club fails to rectify the default or failure within a period of 10 (ten) days after the receipt of such written notice, the player shall have the right by a further written notice to the Club to terminate this contract.
By a Club --	7.2	(a)	This contract is subject to
Roster of player			and conditional upon the Club selecting and maintaining the Player on its roster list of 12 players during the term hereof. In the event that the Club deletes the Player's name from its list of rostered players, the Club shall have the right to terminate this contract and, in that event, shall pay to the Player any amounts earned to the date of deletion of the Player's name, together with a pro rata payment of the amount specified in the Schedule as base payment (if any) for that season (if the

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Player's name is deleted during the season) and subject to payment of those amounts (if any) and the rights of any party to claim for any antecedent breach hereof this contract shall be at an end.

(b) If the Player is found guilty by the Club of serious misbehaviour which the considers injurious or not in its best interests, the Club may terminate this contract forthwith by giving written notice to the Player.

(c) If the Player defaults in or fails to perform any material obligation pursuant to this contract, the Club shall notify the Player in writing of the facts constituting such default or failure. In the event that the Player fails to rectify (if it is capable of rectification), such default of failure within a period of 10 (ten) days after the receipt of such written notice, the Club shall have the right by a further written notice to the Player to terminate this contract.

(d) It is further acknowledged by the Player that the Club has the right to terminate this contract in the event of injury or illness pursuant to Clause 5 of this agreement.

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8. PLAYER TRANSFER

The Player acknowledges that he has read the NBL Rules governing the transfer of players from one club to another and agrees not to discuss transfer and/or terms of employment with another club except as provided in the NBL Rules.

9. OPTION

9.1 At any time within sixty days prior to the expiration of this Contract and provided that the Club shall not be in default in respect of payments due to the Player under this contract, the Club shall have and the Player hereby grants

to the Club the option to renew this Contract for a period of one year upon the terms and conditions as are contained herein with the following alterations:

(a) This clause 9 shall be deleted.

(b) Payments to be made to the Player by the Club shall be equal to the amount of those payments to be made to the Player by the Club in the final year of the initial term of this contract together with an increment of 10 (ten) percent of that amount.

9.2 This option shall be validly exercised by the Club giving notice in writing to the Player of the exercise of the option within the time limit permitted by this clause.

10. CONFIDENTIALITY

The parties agree that no information regarding the terms and conditions of this contract shall be released to any other party without the prior written consent of the Club and the Player.

11. TAXATION

The Player agrees that the Club shall in accordance with the provisions of the Income Tax Assessment Act 1936 as amended from time to time and the requirements of the Australian Taxation Office deduct taxation payments including fringe benefits taxation from the remuneration and other entitlements of the Player under this contract.

12. RIGHT TO AN INJUNCTION

The Player acknowledges and agrees that his services as a Player are of a skillful and special character which gives him a particular and incalculable value, that the loss resulting from the breach by the Player of his obligations hereunder cannot be adequately compensated by way of damages and that the payments agreed to be made by the Club to the Player herein have been calculated by reference to, among other things, the undertaking by the Player of obligations and restrictions imposed by the terms hereof and the Player hereby expressly agrees that the Club shall be entitled to the remedy of an injunction against him to restrain him from continuing any breach of committing any further breaches of the terms hereof and in particular in accepting employment during the unexpired term of this contract with another Club in the NBL or in any competition in respect of which the Club may at any time compete.

13. ARBITRATION

If any dispute arises between the parties hereto during the term of the contract or after its termination concerning the construction of the contract or any matter arising form it, it shall be a condition precedent to the bringing of any proceedings in any Court in Australia that the dispute be referred for decision to the nominee of the Chairman of the NBL (the Arbitrator). A request for a decision shall be made in

writing to the other party or parties and to the Chairman of the NBL and shall contain a clear statement of the issue to be decided and all the relevant facts. The Arbitrator may request from any of the parties to the dispute written submissions as to the issues or the facts and may provide time limits for such submissions. The Arbitrator may regulate any proceedings brought before him as he thinks fit.

14. NOTICE

All notices required to be given pursuant to this contract shall be in writing and sent by certified mail or delivered by hand to the other party or parties at their addresses set out herein. Notice shall be deemed to be given one day after being deposited in the mail or when delivered by hand.

15. WAIVER

A waiver by any party of any of the terms and conditions of this contract 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 thereof.

16. COMPLETE AGREEMENT

The parties agreed that this contract contains all of the terms of the agreement between the parties save for the Memorandum and Articles of Association of the Club and the NBL and the NBL Rules, and the determinations and resolutions of the Club and the NBL by which the Player has agreed to be bound. Each party acknowledges that no representation has been relied upon when entering into this contract which is not referred to herein and the terms hereof shall not be varied except by an instrument in writing signed by each of the parties hereto.

17. SEVERABILITY

If it appears to any Court that any restraint imposed or undertaken by this contract is invalid or void, to any extent, by force of any statutory provision or by reason or partly by reason of being an unreasonable restraint of trade, the parties agree that such restraint shall be valid to such extent, if any, as the Court thinks fits, and shall otherwise be severable from the other terms of this contract with the intent that this contract shall be read and construed as operating to the fullest extent in all respects, as if such restraint so served had not been imposed or undertaken.

18. NBL OBLIGATION

Nothing in this contract shall confer upon the Player any right to recover from the NBL or impose any liability upon the NBL to pay to the Player or to the Club any monies payable hereunder to the Player by the Club.

19. LAW APPLICABLE

This contract shall be governed by the law of the State in which the Club is domiciled and the parties hereby consent to the jurisdiction of the law of that State.

20. SPECIAL CONDITIONS

Subject to the preceding conditions of this contract, the following terms shall be conditions of this contract --

THIS CONTRACT has been executed by the parties on the date referred to on page 1 hereof.

SIGNED by THE PLAYER

FILED

in the presence of:
SIGNED for and on behalf
of THE CLUB by its duly
authorised officer for
the purpose:

SCHEDULE

YEAR

1. Base Payments
2. Payment per NBL Game
3. Expenses
4. Incentives
5. Other payments
6. Manner and Date for Payment

_____

Player

_____

Club

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