

Important notice to player

1. Before signing this contract, you are recommended to:

- Obtain legal advice on the consequences of signing this contract. Your legal counsel should advise you on the obligations that will be imposed upon you and the benefits you will receive from said contract;
 - Ensure that the contract contains all clauses and conditions agreed upon by the parties as contained in the contract.
2. The League will exclusively recognize as official contracts which are written in its "Players Standard Contract Form", are duly signed and completed by all necessary parties, have been filed at the office of the Commissioner and have been approved by the Commissioner. For these

reasons, this contract must encompass the integral agreement entered into between you and the Club. The League will not enforce any oral or written representations, promises or incentives that are not provided for in the contract.

3. To be valid, this contract must conform to the Constitution and the By-laws of the League. The contract becomes fully binding on all parties as soon as it is in effect. The Club will file this contract with the League within ten (10) days of the last party affixing its signature.

If, in conformity with the League's Constitution and By-laws, the Commissioner disapproves this contract within ten (10) days of its reception at the League's office, this contract is null and void. In this event, the Club and the Player are relieved of any and all respective obligations.

Pursuant to the League's By-laws and the Rules governing the game of ice hockey, the present contract shall be signed in four (4) original copies and all said copies shall be expedited to the Commissioner's office whether by hand or by registered mail for the Commissioner's approval and registration. The Commissioner shall keep two (2) copies and return the two (2) others to the Club. The Club shall then deliver a copy to the Player.



PLAYERS STANDARD CONTRACT FORM

BETWEEN:

hereinafter the "Club", a Member of the Quebec Major Hockey Junior League (the "League")

AND:

hereinafter referred to as the "Player"

Domiciled at: _____

In the city of: _____

In the Province of: _____

Postal Code: _____

PURSUANT TO THEIR RESPECTIVE OBLIGATIONS CONTAINED IN THE PRESENT CONTRACT, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

1. DURATION

- 1.1 Notwithstanding the terms of the present, the Player undertakes to offer his services as a hockey player exclusively to the Club for a period of _____ (____) year(s), beginning on _____ and ending on _____.

2. REMUNERATION

- 2.1 The Club shall pay the Player, for the duration of this contract, the following salary: \$ _____ (____) for the year 20____, \$ _____ (____) for the year 20____, \$ _____ (____) for the year 20____, \$ _____ (____) for the year 20____ and \$ _____ (____) for the year 20____. In addition to the housing fees, as the case may be, as provided for in Subsection 2.3 of the present contract (the "Salary").

Payment of the agreed Salary shall be made on a weekly basis, unless otherwise agreed to by the parties. The payment shall begin on the later date of:

(i) the date of the opening of the regular schedule as approved by the League; and

(ii) the date on which the Player is required to report to the Club during a given season.

The payment of the agreed Salary shall end on the date of the Club's last scheduled game for a given season.

- 2.2 If the Player's services are not required for the entire period of the regular schedule and playoffs of the League, the Salary shall then be established on a pro-rata basis on the actual number of days of employment in relation to the total number of days of the League's entire regular schedule.
- 2.3 From the moment the Player reports to the Club for training camp or from the date to which the Player first reports to the Club during a given season, the Club shall pay the Player's housing fees until the last payment of the Salary, as provided for in Subsection 2.1. The housing fees are only payable to a Player who is obliged to leave his residence to participate in the Club's activities. If the Player is a student, the housing fees shall then be maintained until either the end of the school year or the date provided for in Subsection 2.1, whichever occurs later, provided that the Player continues to reside in the city where the Club operates while he completes his school term.
- 2.4 In addition to the payments provided for above, the Club shall also pay the following, upon reception of proof of payment:
- reasonable travel expenses from the Player's residence to the Club's training camp. At the end of the season, the Club shall pay for reasonable travel expenses from the city where the Club is located directly to the Player's residence;
 - tuition fees in the case of a Player attending a public or private school during the season;
 - transportation fees to and from his school only if the Player lives more than one (1) mile away from the school he attends;
 - transportation fees from the Player's residence to the skating facilities to participate in Club games and practices provided that the distance cannot reasonably be traveled by foot;
 - at the conclusion of the contract, reasonable necessary school materials which shall remain the property of the Club.

3. EMPLOYMENT AND DUTIES OF PLAYER

- 3.1 During the complete period covered by the present contract, the Player agrees to provide his services and to play hockey, to the best of his abilities, in all games, under the supervision and control of the Club and in accordance with the terms hereafter, including the League Championship, the All-Star Game, pre-season and playoff games and games of the Memorial Cup Tournament and any other games approved by the Commissioner.

3.2 The Player also agrees:

- to report to the Club's training camp, in good physical condition, at the time and place designated by the Club;
- to maintain good physical condition at all times throughout the season;
- to report to the Club's practices as reasonably scheduled by the Club;
- to provide his services to the best of his capacities, remain loyal to the Club and play only for the Club, unless his contract is assigned, exchanged or liberated in accordance with the present contract;
- to cooperate and participate in all promotional activities of the Club and/or the League for the well being of the Club, the League and hockey in general; and
- to behave, on and off the skating facilities, following the norms of honesty, moral and fairplay and not to behave in any way prejudicial to the Club, the League or hockey in general.

- 3.3 The Player undertakes to respect all the rules which the Club enacts at any time pursuant to Section 7 of the present contract and, among others, the Player undertakes to respect the following rules:

- Gambling on any amateur hockey game whatsoever is prohibited.
- The Player must be on time for all Club practices, games, meetings or other events related to the Club. The Club shall provide the Player with notice of each scheduled event specifying the time and place at which the Player is required to report:
 - If the Player misses a scheduled team transportation, he shall be solely responsible for paying for his own travel arrangements to the city in which he is required to meet the Club. He shall also be subject to a fine, at the discretion of the Club.
 - If the Player misses a scheduled practice without valid pre-approved permission from the Club's physician, head-coach or general manager, he shall be fined at the discretion of the Club.
 - If the Player misses a scheduled game without valid pre-approved permission from the Club's physician, head-coach or general manager, he shall be fined at the discretion of the Club.
 - The Player is required to keep reasonable appointments with the Club's trainers, managers, dentist, physician, physiotherapist, therapist and alike of the Club or designated by the Club. Otherwise, the Club may at its sole discretion fine the Player.
- Personal charges incurred by the Player while traveling with the Club must be paid by the Player before the Club pays the bill. Any personal charges not paid will be paid by the Club and deducted from the Player's next pay cheque together with a fine at the sole discretion of the Club. The Player is responsible for any damages caused to hotel rooms in which he stays.
- The Player is required to wear a jacket, tie and dress pants to all Club games and while travelling to and from such games unless otherwise notified by the head-coach or the general manager of the Club.
- If the Player does not play in Club games, he must be in attendance at such game, unless otherwise notified by the head-coach or the general manager, and dress in accordance with paragraph 3.3.4.
- With the goal of being respectful to the guests and major partners of the League, the Player shall not modify, in any way considered unacceptable by the Club or the Commissioner, his hair, clothing or physical appearance in general, and this, at any of the activities of the League and/or the Club.
- The Club asks for the Player's entire collaboration to wear only hats with the Club's logo for interviews with the media.
- All injuries must be reported immediately to the Club trainer.
- Personal agents or personal advisors shall not be permitted in the Club's dressing room at any time.
- The use of tobacco products while in the presence of fans in any arena or while attending any team function is prohibited.
- All scheduled weigh-ins will be adhered to by the Player for recording by a trainer or coach.
- The media are to be treated with respect and courtesy at all times.
- Fans are to be treated with respect and courtesy.
- The Player shall adhere to the Club's curfew policy.
- If the Player is assessed a minor penalty or misconduct for an abuse toward an official or a penalty for unsportsmanship, he may be subject to an additional fine, at the sole discretion of the Club.
- Use of illegal sticks or other illegal equipment may be subject to a fine, at the discretion of the Club.
- The Player may not accept from any person a bonus or anything of value or anything which could affect the result of any game or series of games, unless it is provided for otherwise by the Club or the League's rules.
- The Player shall not accept any gift(s) from the Club, or another club of the League or an intermediary of the Club or another club of the League, aside from the exceptions provided for in the regulations of the League.
- The Player shall ensure that his cellular telephone is turned off when the team travels to a game or a practice. Moreover, the Player's cellular telephone must be turned off at all times while the team is in an airplane, bus or otherwise.
- The Player shall respect any decision taken by the Commissioner of the League over which he has competence.
- The Player shall respect all decisions taken by the Members during assemblies, by the Board of Governors or by any committees of the League over which they have competence.
- The Player shall respect the personnel of the League at all times and shall avoid all rude language in written or verbal communications.
- The Player shall not publicly criticize the League, its franchisees, its Members, its officers or a Member or an employee of the League (including the referees) or of a franchise. All critiques or complaints towards one of the persons mentioned herein must be made in writing exclusively to the Commissioner and may not be publicized directly or indirectly.

- 3.3.24 The custom of initiating players (particularly new players), during which initiation a person's dignity is despised, is forbidden.
- 3.4 The Player undertakes to respect all the terms and conditions of the League's Constitution, By-laws, resolutions, contracts and the League's rules governing the game of ice hockey and any of their amendments, which are applicable to him.

4. PUBLICITY

- 4.1 The Player hereby irrevocably grants to the Club and to the League, for the entire term of this contract, the right to authorize any person, firm or corporation to take and make use of any photographs, motion pictures (including television) or digital images of the Player recorded during the performance of his functions for the Club and agrees that thereafter all rights attached to such photographs, pictures and images shall belong to the Club exclusively. Therefore, the Club may use or reproduce or distribute such photographs, pictures and images in any way it desires.
- 4.2 The Club hereby irrevocably grants to the Player, for the entire term of this contract and thereafter, the right to use the name of the Club (but not the emblem or uniform unless otherwise agreed with the Club) and to identify himself, truthfully, as a past or present Player of the Club.
- 4.3 The Player further agrees that for the entire term of this contract he will not make public appearances, participate in radio or television programs, write or sponsor a newspaper or magazine article or sponsor any commercial product without the prior written consent of the Club, which consent shall not be unreasonably withheld.

5. CONTRIBUTION AND DUTIES OF THE CLUB

- 5.1 The Club agrees to:
- 5.1.1 provide the Player with complete hockey equipment for use with the Club as well as access to training facilities;
 - 5.1.2 provide professional training and coaching in the fundamentals of hockey together with supervised training periods; and
 - 5.1.3 at the end of his junior career, make available to all professional hockey organizations or others, all relevant information in order to help the Player initiate a hockey career.

6. MEDICAL EXAMINATION

- 6.1 Before the beginning of each season, or when the Player first reports to the Club during a season, the Player agrees to undergo a thorough medical examination with a physician designated by the Club. If, in said physician's opinion, the Player is not completely fit to participate in the activities of the Club, this contract and all that is prescribed therein, shall then be considered, at the option of the Club and subject to Subsection 11.1 of the present contract, null and void without other further notice to the Player.

7. RULES OF THE CLUB

- 7.1 The Club may, from time to time, for the entire term of this contract, establish certain rules concerning the behaviour and physical condition of the Player. Said rules shall be considered binding on the Player and shall form part of the present contract as if set out as length herein. The Club may, for any violation of said rules, or for the accomplishment of acts violating the duties prescribed for the Player by said rules, impose a suspension without remuneration or a reasonable fine upon the Player and deduct the amount of said fine from any sum due or which may become due to the Player, unless it is provided otherwise in the rules.

8. RECURRENCE OF THE CLUB

- 8.1 The Club can, in its discretion, terminate the present contract by delivering a written notice by hand or by sending same by registered mail to the Player's address as indicated hereinabove or by facsimile in the following cases:
- 8.1.1 if the Player refuses or neglects to provide the services agreed upon in the present contract;
 - 8.1.2 if the Player refuses or neglects to obey the rules of the Club concerning training and the conduct of players;
 - 8.1.3 if the Player refuses or neglects to obey the Constitution of the League, its By-laws, its resolutions, its contracts and its rules governing the game of ice hockey and any amendments thereto; and
 - 8.1.4 if the Player fails, in the sole opinion of the Club, to demonstrate sufficient skill and ability to deserve a posting as a Player of the Club.
- 8.2 In the event of a termination of the contract under this section, the Player will only have the right to obtain the portion of his Salary which is due to him at the earliest of the date on which a notice of termination was delivered to him in person or by fax or the date on which such notice was sent to his address as it appears herein.
- 8.3 However, and notwithstanding Subsection 8.2, if the Player attends school during the season, the Club shall pay for his housing fees as well as reasonably necessary school materials until the end of the school year, provided that the Player cannot reasonably pursue such studies at his residence.
- 8.4 If because of any condition arising from a state of war or other cause beyond the control of the League or the Club, it shall be deemed advisable by the League or the Club to suspend, cease or reduce operations, then:
- 8.4.1 In the event of a suspension of operations, the Player shall be entitled only to the proportion of Salary due at the date of such suspension;
 - 8.4.2 In the event of a cessation of operations, the Salary shall be automatically cancelled as at the date of such cessation; and
 - 8.4.3 In the event of a reduction of operations, the Salary shall be replaced by one mutually agreed upon between the Club and the Player or, in the absence of a mutual agreement, by one that will be determined by an independent arbitration.

9. TERMINATION OF THE CONTRACT BY THE PLAYER

- 9.1 If the Club does not fulfil the obligations established in the present contract, the Player shall give notice to the Club, in writing, stipulating the nature of the default. If the Club does not respond to such notice within fifteen (15) days from receipt thereof, the contract shall be terminated without further notice. At the date of the termination of the contract, all obligations between the parties shall cease to exist, save and except the obligation of the Club to pay the Player any amount due at such date, including the Salary.

10. ASSIGNMENT OF RIGHTS UNDER THE CONTRACT

- 10.1 The Club shall, subject to the Constitution or By-laws of the League, have the right to transfer, trade, liberate or otherwise assign the present contract to any other hockey organization or the League and the Player hereby agrees to comply with any such decision and to faithfully fulfil his obligations to his new team as if they had been agreed upon between himself and said club or League.

11. PHYSICAL CONDITION AND INJURIES

- 11.1 If, in the sole opinion of the Club, the Player is incapable of performing his obligations under this contract or is not in good physical condition at the beginning of the season or when he first reports to the Club during a given season, it is mutually agreed that the Club, at its sole discretion, has the right to suspend the Player for such period of incapacity and/or terminate the present contract if such period exceeds thirty (30) days from the date of the Club's decision. In such a case, the Club shall not be obligated to pay any amount whatsoever.
- 11.2 It is further agreed that if the Player is injured during an activity that is not organized by the Club and if, in the sole opinion of the Club, the Player is unable to play hockey in an adequate manner for the remainder of the season, or any part thereof, the Player shall discharge the Club of any and all obligations, responsibilities or monetary obligations of whatever nature that the Player might claim by virtue of the present contract until he is able to play hockey in an acceptable manner, as determined by the Club's physician. In such a case, it is also agreed that the Club, in its sole discretion, shall have the right to suspend the Player for such period of incapacity and/or terminate the present contract if such period exceeds thirty (30) days from the date of the Club's decision suspending the Player.
- 11.3 If the Player is injured during an activity that is organized by the Club, the Club hereby obligates itself to pay all reasonable hospital expenses until the discharge of the Player from the hospital, as well as any medical costs for a treating physician or dentist provided that such physician or dentist is chosen by the Club.
- 11.4 In all other cases where the Player becomes injured or incapable in fulfilling his obligations under the present contract, he must submit to a medical examination and any treatment by a doctor designated by the Club, and such examination or treatment, when required by the Club, will be paid by the Club unless the said injury or incapacity is attributable to an action or behavior of the Player contrary to the terms and the conditions of the present contract and all other rules made by the Club supplementary thereto.
- 11.5 In the case of incapacity which is caused by an injury sustained during the course of his employment as a hockey player for the Club or during a trip with the team or during an activity for the Club, if, after consultation between the Player, the Club's physician and the Club's general manager, it is impossible to determine conclusively whether the Player can continue to play hockey or not, the Player accepts to submit himself to a medical examination by an independent specialist and the parties hereby accept to be bound by the decision of such a specialist. If the Player is declared physically capable to play, he must fulfill his obligation and will have the right to all of the advantages provided for in the present contract. If he is declared incapable physically to play, he will not have the right to have any advantages provided for in this contract until he is declared physically capable to play again by an independent specialist.

12. LOSS OF SALARY DURING A SUSPENSION BY THE CLUB OR BY THE LEAGUE

- 12.1 The Player accepts that the Club has the authority to execute any order of suspension or expulsion rendered against him by the League or the Club. In the case of a suspension, at the option of the Club, the Salary of the Player shall cease to be paid during said period of suspension. In the case of an expulsion, at the option of the Club, this contract may be terminated.
- 12.2 The Player accepts, in the case of a suspension covered by the present contract, that a deduction from his Salary be made in an amount equal to the proportion of the Salary corresponding to the number of days under suspension and the number of days in the regular season calendar of the League.

13. GENERAL DISPOSITIONS

- 13.1 In the case of a dispute between the Club and the Player, the dispute will be referred to the Commissioner of the League, whose decision will be accepted by the parties as final and without appeal.
- 13.2 The terms, stipulations and conditions contained in the present contract are considered as being independent from one another and the nullity of one or more terms, stipulations or conditions will not affect the validity of the other terms, stipulations or conditions.
- 13.3 The parties agree that the Courts of Quebec shall have sole competence over any and all litigation disputes arising from the present contract, where are not part of the Commissioner's competence, and shall decide on the issues according to the laws of the Province of Quebec, regardless of where the present contract may be signed or where the Player might have signed another contract containing terms contrary to the obligations contained in the present contract.
- 13.4 The headings and sub-headings of sections and paragraphs contained in the present contract are included for ease of reference only and shall not affect the interpretation thereof.
- 13.5 This contract can be modified, amended or renounced in whole or in part by the parties only by a document signed by both parties expressly stipulating their intention to modify, amend or renounce same.
- 13.6 Subject to Section 10 of the present contract, the rights conferred by this contract cannot be assigned, in whole or in part, without the written consent of the other party, which consent can be refused in the sole discretion of the other party.
- 13.7 Subject to Section 7 of the present contract, the parties acknowledge that this contract constitutes the entire understanding between the parties in respect of the matters dealt with herein and supercedes and has priority over any other contract or agreement entered into between the parties.
- 13.8 When the contract so requires, the use in this contract of one gender includes the other gender, and singular includes the plural.
- 13.9 The Player acknowledges that he has read and understands each and every clause of the present contract.
- 13.10 The parties have hereby expressed their wish that this contract be drafted in the English language. Les parties ont, par les présentes, exprimé leur volonté expresse que ce contrat soit rédigé en anglais.

In witness whereof, the parties have signed at _____ on this _____ day of the month of _____ in the year 20 _____

_____	_____
The Club	Player
_____	_____
Name: (Officer of the Club)	Name:
_____	_____
Address:	Address:
_____	_____
Witness:	Witness:
_____	_____
Name:	Name: