

4914

This is Court P started at  
 Affidavit of Kier Sun  
 sworn before me this 17  
 day of Nov 2015  
 Commissioner for taking affidavits



WESTERN HOCKEY LEAGUE  
 STANDARD PLAYER AGREEMENT  
 EXECUTION SCHEDULE



Agreement dated effective [REDACTED]  
 Between the Everett Silvertips, hereinafter referred to as the "Club",  
 a member franchise of the Western Hockey League, hereinafter referred to as the "WHL",  
 And [REDACTED], hereinafter referred to as the "Player".

The parties hereto mutually covenant and agree to the following:

1. Interpretation:
  - (a) "Agreement" or "this Agreement" means this agreement between the Club and the Player and is inclusive of the WHL Standard Player Agreement Terms and Conditions Schedule.
  - (b) The WHL Standard Player Agreement Terms and Conditions Schedule (hereinafter referred to as the "Terms and Conditions Schedule") is hereby incorporated by reference and forms part of this Agreement.
  - (c) Words and phrases not defined in this WHL Standard Player Agreement have the meaning ascribed to them in the Terms and Conditions Schedule.
  - (d) The "WHL Scholarship Program" has the meaning ascribed to that term in the Terms and Conditions Schedule.
2. Term: Subject to the terms and conditions of this Agreement, the Player hereby agrees to play hockey for the Club for a period of 5 years commencing with the 2015 to 2016 Hockey Season and ending with the 2019 to 2020 Hockey Season (the "Term"). For the purposes of this paragraph and this Agreement, the "Hockey Season" means the period that commences each year at the start of training camp, includes pre-season and regular season games and ends on the date of the Club's last game during the WHL regular season, the playoffs or the Memorial Cup Championship, whichever is later.
3. Player Reimbursement for Travel or Training Related Expenses: Any and all amounts received by the Player under this part shall be strictly and solely provided for and related to the reimbursement of travel or training expenses.

The Club acknowledges that the Player is required to incur travel and training expenses while playing for the Club during the Hockey Season and during the off-season. Provided the Player is on the Club's active player roster, the Club agrees to reimburse the Player during the Hockey Season, commencing on September 15 for a portion of such expenses, subject to any further limitations, restrictions or provision herein, to a maximum monthly amount of \$250.00 in the currency of the country in which the Club is located during every month of the Hockey Season.

| HOCKEY SEASON | Monthly Expense Reimbursement | Monthly Overage Honorarium |
|---------------|-------------------------------|----------------------------|
| 2015-2016     | \$ 250.00                     | --                         |
| 2016-2017     | \$ 250.00                     | --                         |
| 2017-2018     | \$ 250.00                     | --                         |
| 2018-2019     | \$ 250.00                     | --                         |
| 2019-2020     | \$ 250.00                     | \$ 350.00                  |

Travel, Training, Room and Board, Education – Current Player: To pay or cause to be paid, the reasonable expenses in accordance with the provisions of Article 2 of the Terms and Conditions Schedule associated with the following:

- (a) the Player's room and board;
- (b) the Player's travel expenses incurred;
  - (i) for moving from his normal and regular place of residence to the city where the Club is located for the purpose of reporting to the Club at the commencement of each Hockey Season;
  - (ii) in returning to his normal and regular place of residence following the conclusion of each Hockey Season; and
  - (iii) for one return trip during the Christmas holiday season of each Hockey Season from the city where the Club is located to his normal and regular place of residence;
- (c) the Player's enrollment in a high school or post-secondary educational institution, for the fall and winter term, including tuition fees, compulsory student fees and textbooks directly related to the Player's course of study; and
- (d) tutors and educational advisors as deemed reasonably necessary to assist the Player in his academic studies during the academic year.

4. WHL Scholarship Program – Graduate Player:

- (a) In accordance with the provisions of Article 3 of the Terms and Conditions Schedule, the WHL agrees to reimburse or cause to be paid, the Player's educational expenses to enroll in and attend a designated publicly funded post secondary educational institution based on the assessment for a full-time student, following completion of the period that the Player plays hockey in the WHL, including tuition fees, compulsory student fees, and textbooks directly related to the Player's course of study of which payment will be made in the currency of the country where the designated publicly funded post-secondary institution is located in accordance with tuition and fees published in the official calendar of that year.
- (b) The Player designates the following publicly funded post-secondary educational institution in a province of Canada or a state of the United States of America where the Player normally and regularly resides, as the "designated post-secondary educational institution" for the purposes of paragraph 3.1 in the Terms and Conditions Schedule;



- 5. Binding Commitment: The parties hereto hereby accept and agree to the terms, conditions, covenants, agreements and obligations of each other set forth and contained in this Agreement.
- 6. Time: Time shall be of the essence of this Agreement.
- 7. Entire Agreement: This Agreement, inclusive of the Terms and Conditions Schedule which is incorporated herein by reference and forms part hereof, constitutes the whole and entire agreement between the parties hereto and cancels and supersedes any oral and prior agreements, undertakings, declarations, representations and warranties, written or verbal, between the parties hereto.
- 8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the province of Canada or the state of the United States of America, as applicable, where the Club is located.
- 9. Acknowledgement: Each of the Player and, if applicable, the Player's parent or guardian who is a signatory to this Agreement, acknowledges that he has read and understands the contents of this Agreement.

Signature page  
redacted

WHL 08/2013



WESTERN HOCKEY LEAGUE  
STANDARD PLAYER AGREEMENT



ADDENDUM

Amending Agreement dated effective [REDACTED]  
Between the Everett, hereinafter referred to as the "Club",  
a member franchise of the Western Hockey League, hereinafter referred to as the "WHL",  
And [REDACTED], hereinafter referred to as the "Player".

The parties hereto mutually covenant and agree to the following:

1. Statement of Principle: Notwithstanding the provisions of paragraph 7 of the WHL Standard Player Agreement, this Amending Agreement is supplemental to and amends the agreement dated [REDACTED] (the "Agreement") between the Club and the Player. The provisions of the Agreement are conclusively deemed to have been amended, modified and supplemented by this Amending Agreement.
2. Construction: This Amending Agreement and the Agreement shall have effect as far as practicable as though the provisions hereof and thereof were contained in one instrument.
3. Amendments: The Agreement shall be and is hereby amended, modified and supplemented as follows:
  1. Upon signing contract, player will activate first year of contract and receive a year of education.
  2. Upon playing in an exhibition or regular season WHL game in subsequent years, [REDACTED] will be entitled to a full year of education scholarship, and shall receive a full year of credit towards WHL Scholarship (up to a maximum of five years).
  3. In the event [REDACTED] suffers a career ending injury while participating in a sanctioned game, practice or activity with the Western Hockey League, his amateur club, Alberta Hockey Association or Hockey Canada in 2014-2015 or 2015-2016, the player shall be entitled to a maximum of four years education scholarship. Once [REDACTED] becomes a roster player of the Everett Silvertips, or any other WHL team, he will be entitled to the career ending injury benefit as per the WHL Standard Player Agreement.
  4. [REDACTED] will be deemed ineligible for trade until the completion of the WHL season in his normal high school graduation year. The player will not be traded by the Club without prior, written consent of both the player and one of his parents.
  5. Player will receive gas allowance once player has vehicle in Everett.
  6. Player shall be entitled to reasonable expenses for a qualified tutor and/or summer school classes as required by the Player to assist in the completion of his educational endeavours, as per Section 2.5 of the Agreement.
  7. Club shall provide the Player with complete Medical, Dental, and Out of Country Medical Coverages when applicable, when participating with the Club.
  7. Player will receive two (2) tickets for his family members for all home games.
  8. In the event that the Player is selected to participate with Hockey Canada or like National Governing Association, in their annual World Junior Championship U-18 or U-17 selection process, the Club agrees to permit the Player to participate in any practices, games, selection process or pro - tournament competition in accordance with WHL regulations and Agreement with the governing Associations.
  8. Any changes made to the WHL Standard Player Agreement "Terms and Conditions Schedule" after the date of this contract, that are considered beneficial to the player, will be incorporated by reference

Signature page  
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