



# **AGENT PROGRAM**

## **Regulations Governing the PHPA Agent Program**

### **INTRODUCTION**

The Professional Hockey Players' Association (the "PHPA") is the certified collective bargaining representative for all professional hockey players within the American Hockey League (AHL), ECHL, and Central Hockey League (CHL). As the only minor league players' association within a major league sport, the PHPA is one of the largest and oldest players' associations within professional sports, representing over 1,600 Members situated across 67 teams throughout North America. While the PHPA has many functions, its primary function is to negotiate terms and conditions of employment by way of a Collective Bargaining Agreement (CBA).

It is our objective, through the PHPA Agent Program (the "Agent Program" or "Program"), to provide agents who represent professional hockey players, with resources, information and advice that can be used to effectively represent PHPA Members.

The Agent Program is a subscription-based service. Any agent who wishes to subscribe to the Program must apply in accordance with the application process set forth herein (Section 1. A). While we encourage all agents to subscribe to the Program, there is no license, registration, or certification prerequisite to negotiate an AHL, CHL, or ECHL contract. As such, any person can negotiate an AHL, CHL, or ECHL contract without being subscribed to the Program.

Applicants who are granted access to the Program will receive:

- access to the PHPA Agents Only website
- individual profile listing on PHPA.com and the Players' Only website
- a copy of the AHL, ECHL and CHL Collective Bargaining Agreements
- important memos and communiqués throughout the season
- other information / resources deemed appropriate by the PHPA

## **SECTION 1: PROGRAM REQUIREMENTS**

### **A. Subscribing to the Agent Program**

- (1) Fill out the Agent Program Application (the “Application”) as provided by the PHPA. Only individual persons are eligible to subscribe to the Program. There is no limit on the number of individuals in any one agency, firm or corporation who are eligible for Program access.
- (2) Payment, as set forth in Section 1. E, must be enclosed with the Application (certified check or money order) or prepaid via PHPA.com. Should an application be denied, the applicant’s fee will be returned / refunded accordingly.
- (3) Approved applicants will be contacted via email with login information for the Agents Only website. Any other pertinent information / materials will be delivered shortly after your application is approved.

**Please note: in granting access to the Agent Program, the PHPA shall not be deemed to have endorsed or promoted any particular agent or agency. In no event shall the grant of access to the Program be deemed to impose liability upon the PHPA, its staff, or its Membership for any acts or omissions of the agent or agency in providing representation to the player.**

### **B. Grounds for Denial of Subscription**

- (1) The applicant has made false or misleading statements of a material nature in connection with the PHPA Agent Program Application;
- (2) The applicant has engaged in any activity (including, without limitation, perjury, breach of confidentiality, misrepresentation, forgery, misappropriation of funds, embezzlement, theft or fraud) which could compromise the confidentiality of privileged information;
- (3) The applicant is unwilling to swear or affirm that he will comply with these Regulations and any amendments thereto;
- (4) The applicant has been subject to suspension, revocation or denial of registration as an agent by any governmental entity or other players’ associations;
- (5) The applicant is an owner, operator, advisor to, or employee of a professional hockey club.

**C. Termination of Subscription**

The PHPA reserves the right to terminate an agent's subscription at any time for any reason, with or without cause. Any agent who engages in conduct which would have provided a basis for denying access on the original Agent Program Application and/or for conduct prohibited by these Regulations will have his/her subscription terminated immediately.

The exclusive remedy to agents whose subscription is terminated is reimbursement of the pro-rata portion of the annual fee as outlined below.

**D. Annual Fees**

All applicants must submit with their Application, a fee of \$365.00 US. Accepted methods of payment include certified check, money order, or secure on-line payment at PHPA.com. This fee is valid for one (1) season. Applicants who are granted access during the playing season will receive a pro-rated credit towards the following season's fee. Invoicing for subsequent seasons will take place annually on June 1<sup>st</sup> (or shortly thereafter).

Applicants who are denied access will have their fee returned or refunded where applicable. Credits received to be used towards a subsequent season's fee are not refundable and will not be returned to the agent should he/she choose not to maintain their subscription. Agents terminated from the Program will be reimbursed the pro-rata portion of the annual fee (\$1.00 for every day remaining on the term of the subscription).

Agents who receive an invoice from the PHPA for the following season shall be required to remit payment within thirty (30) days of the invoice date in order to maintain his/her subscription. Those who do not remit payment within that time will have their Agents Only website access suspended until such payment is received.

## **SECTION 2: STANDARD OF CONDUCT**

### **A. General Requirements**

In order to be granted and thereafter maintain access to the Agent Program, an agent must:

- (1) Disclose on his PHPA Agent Program Application, or at anytime thereafter should any changes occur, full, complete and accurate information as required within the application;
- (2)
  - i) Be actively Certified with the NHLPA; or
  - ii) Currently represent a professional player playing in the AHL, CHL, or ECHL; or
  - iii) Have a duly executed player-agent representation agreement with a professional player (current or former) or an amateur player seeking a professional hockey contract;
- (3) Pay an annual fee in accordance with Section 1. D of the Regulations . This fee is determined by the PHPA, and in its sole discretion, may be adjusted at any time;
- (4)
  - i) Provide written notice to the PHPA of any suspension, revocation or denial of registration by any governmental entity or other players' association; and
  - ii) Provide written notice to the PHPA of any disciplinary proceeding or formal charge or complaint initiated or filed against the agent in his professional capacity since the filing of the PHPA Agent Program Application;
- (5) Fully comply with applicable state, provincial and federal laws.

### **B. Prohibited Conduct Subject to Termination**

- (1) Representing directly or indirectly to anyone that the PHPA through access to the Program or through any other action has endorsed or recommended the agent, the agent's qualifications or the agent's services;
- (2) Using the PHPA trademarks (including, without limitation, "Professional Hockey Players' Association", "PHPA" or the PHPA logo) in connection with the agent or his business in any manner other than a manner expressly approved of under PHPA policy;
- (3) Using information provided by the PHPA to the agent which information has not been generally disclosed to the public (the "Confidential Information") or for any purpose other than assisting the agent in his representation of his current player clients or disclosing the Confidential Information in any manner without the prior written consent of the PHPA;
- (4) Warranting or representing the agent is Registered or Certified or otherwise an Officer/employee of the PHPA.
- (5) Violating any other provision of these Regulations.

**C. Miscellaneous**

If, after these Regulations become effective, the PHPA determines that there is a need to impose additional General Requirements, or expand the Prohibited Conduct Subject to Termination, the PHPA reserves the right to amend these Regulations accordingly and every agent subscribed to the Program shall be obligated to abide by all such amendments.

**SECTION 3: EFFECTIVE DATE AND AMENDMENT**

**A. Effective Date**

These Regulations shall become effective on April 15, 2011.

**B. Amendment**

These Regulations may be amended at any time by the PHPA.