

THIS AGREEMENT is made on the 16 day of October 2013.

BETWEEN FERNTREE GULLY EAGLES FOOTBALL CLUB INC.  
Of  
(öSenior Clubö) of the first part

AND FERNTREE GULLY EAGLES JUNIOR FOOTBALL CLUB INC.  
Of  
(öJunior Clubö) of the second part

## RECITALS

- A. The Senior Club is an Affiliated Senior member of the Eastern Football League Inc. (öEFL).
- B. The junior club wishes to participate in the junior competition of the EFL, not as an Affiliated Junior Club of the EFL, but in co-operation with the Senior Club, fulfilling EFL Junior team obligations of the Senior Club on the terms set out in this Agreement.

## OPERATIVE PART

### TERMS OF AGREEMENT

#### 1. Commencement of Agreement

The parties agree that this agreement is a review of the existing agreement; shall replace the existing agreement; and takes effect as from October 2013.

#### 2. Changes to Club Rules

##### 2.1 The Senior Club will retain the following rule of its rules in the following terms:

öRule 38 (1) (d) For such time as the EFL Co-operation agreement between the Senior and Junior Football Clubs continues in operation the Ferntree Gully Eagles Junior Football Club (Junior Club) shall be entitled to one vote only at any special or general meeting of the Senior Club and such vote shall be exercised by the President or Vice President of the Ferntree Gully Eagles Junior Football Club Inc.ö

##### 2.2 The Junior Club will alter its rules in the following terms:

öRule 38 (1) (d) For such time as the EFL Co-operation agreement between the Senior and Junior Football Clubs continues in operation the Ferntree Gully Eagles Football Club (Senior Club) shall be entitled to one vote only at any special or general meeting of the Junior Club and such vote shall be exercised by the President or Vice President of the Ferntree Gully Eagles Football Club Inc.ö

##### 2.3 The Junior and/or Senior club shall retain Rule 1 as follows:

öRule 1: The name of the Incorporated Association is öFerntree Gully Eagles Football Club Inc. and Ferntree Gully Eagles Junior Football Club Inc. (in these Rules called öthe Clubö).ö

#### 3. Eastern Football League (EFL) Matters

##### 3.1 Representation at EFL Meetings

The Senior Club is required by the EFL Rules to have 2 representatives at all EFL meetings. The Senior Club shall permit a Junior Club nominee to be one of the 2 representatives (the Junior Club EFL Representative) and shall give a copy of all notices of meetings of the EFL to the Junior Club Secretary immediately upon receipt from the EFL.

3.2 In addition to the above entitlements, the Junior Clubs EFL representative shall be entitled to represent the Senior and Junior Club in relation to all EFL meetings and obligations dealing with the junior competition conducted by the EFL, including junior delegates meetings, representing junior players and officials before any EFL disciplinary or investigative bodies.

3.3 **Adoption of Name and Colours of the Senior Club**

3.3.1 The Junior Club agrees to retain its name to "Ferntree Gully Eagles Junior Football Club Inc." and retain the "Eagles" emblem

All AFL Draft payments will go to junior club; unless the player drafted has played at the senior club only.

3.4 **Financials**

3.4.1 All EFL bills and invoices relating to the Junior Club shall be directed to the Junior Club.

3.4.2 All EFL bills and invoices relating to the Senior Club shall be directed to the Senior Club.

3.4.3 The Junior Club indemnifies the Senior Club from all accounts incurred of the EFL by the Junior Club and will pay all account due, within 14 days of request.

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3.4.5 EFL Affiliation fee will be split 50/50 by both senior and junior clubs.

4. **NON EFL MATTERS**

4.1 **Income, Expenditure, Sponsorship and Fundraising**

4.1.1 All income, expenditure, sponsorship and fundraising shall be, conducted separately and be the sole responsibility of the Senior Club and the Junior Club.

4.1.2 Sharing of operational expenses is to be as agreed by both senior and junior club Committees based on usage.

4.1.3 **Signage Sponsorship**

Sponsor signage at Wally H Tew Reserve (around the ground, on the scoreboard, or any other fixture) will comply with arrangements as agreed between all tenants at the Wally H Tew Reserve Facilities Management Committee

Sponsor signage at any other ground will only be arranged by agreement between the President of the Junior Club and President of the Senior Club

4.1.4 **Grounds**

Control and priority use of the grounds between the parties are as follows:

**Training:**

- Ferntree Gully Reserve Grounds 1 & 2 : Senior Club
- Pickett Reserve and Windermere Reserve: Junior Club
- Any change to the above will be by negotiation and agreement between the President of the Senior Club and President of the Junior Club

**Game Day:**

- Saturday ó Ferntree Gully Reserve Grounds 1 & 2: Senior Club
- Sunday ó Ferntree Gully Reserve Grounds 1 & 2: Junior Club
- Sunday ó Pickett Reserve and Windermere Reserve: Junior Club
- Any change to the above will be by negotiation and agreement between the President Senior Club and President Junior Club

4.1.5 **Honour Boards**

All new Junior Club and Senior Club Honour Boards shall be altered to reflect their affiliation to the Ferntree Gully Eagles Football Club Inc. (õEaglesö)

**4.1 Meetings and Communications**

4.2.1 **Liaison Officer**

The Senior Club and the Junior Club shall each nominate a Liaison Officer to be present at the other Clubs monthly Committee Meetings.

4.2.2 **Committee Meetings**

The Senior Club and the Junior Club shall hold monthly committee meetings on alternative fortnights during the football season.

**4.2 Arbitration Committee**

4.3.1 **The parties agree that:**

- (a) should any dispute or conflict arise between any member, official or committee of the Junior Club or Senior Club; and
- (b) if any decision has to be made that would affect either Club which could affect the other club.

the Arbitration Committee shall meet to resolve the dispute or make the decision and their decision shall be final and binding.

4.3.2 The Arbitration Committee shall comprise the following members:

- (a) the President and the Secretary of the Senior Club;
- (b) the President and the Secretary of the Junior Club;
- (c) a person nominated by the CEO of the EFL from time to time.

4.3.3 In the unlikely event that both parties cannot reach a resolution after Arbitration, independent advice from a third party will be sourced to help mediate the dispute.

**5. GENERAL**

5.1 **Amendment**

This agreement may not be varied except by a written instrument duly executed on behalf of each of the Clubs at their respective Annual General Meeting or by Notice of General Meeting.

5.1 **Non Partnership, No Agency**

Each of the Junior Club and Senior Club shall in all other respects, remain independent of each other and shall not represent that they are the agent or partner of the other or can bind the other in any way whatsoever.

