

STANDARD CONTRACT between a PLAYER and an AGENT

This agreement is made the _____ day of _____, 2008 (hereinafter the "Effective Date")
In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

- 1. General Principles:** This agreement shall apply only with respect to the Agent's performance of services described below.
- 2. Engagement:** Commencing on the date of this Agreement, the Player hereby retains the Agent to act as Player's representative for the next twelve (12) months. The Agent hereby agrees to act as a representative for the Player.
The Agent shall represent, promote and advise the Player in connection with the engagement of the Player as a skilled basketball player with a professional basketball club throughout the world.
In performing these services the Agent is the Player's delegated representative and is acting in a fiduciary capacity on behalf of the Player. In no event shall the Agent have the authority to bind or commit the Player in any manner without the express prior consent of the Player and in no event shall the Agent execute a player contract on behalf of the Player.
The player will be allowed to use other Agents as well (**restated: this is a non-exclusive agreement**); however, if the AGENT gets the player the job, the AGENT expects to be the paid agent, meaning—the player represents that he has told his other agent(s) about this agreement. The AGENT needs to know that a player's other agent is not exclusive, as well.
- 3. Compensation for Services:** For any contract procured by the Agent and signed by the Player, the Agent shall receive a fee of ten percent (10%) of the compensation, which includes salary and signing bonuses, received by player from any contract entered into with any professional basketball club throughout the world.
The Agent's fee shall be compensation for all services provided by the Agent according to this contract.
In negotiating the Player's contract, the Agent shall include a clause according to which the Agent collects his fee directly from the club. All fees shall be earned and due at the time of execution of any contract entered into by Player. Player shall direct the club or other organization that is party to any contract with Player to make payment of fees directly to the Agent at the time of execution of any contract or payments for or to the Player.
- 4. Term:** This Agreement shall begin on the day of signature hereof by both parties and shall continue in effect until the expiration date of any player contract executed pursuant to this Agreement, any extension, renewal or modification of the Player's contract or twelve (12) months from the day of signature, whichever occurs later; provided, however, that either party may terminate this Agreement effective fifteen (15) days after written notice of termination is given to the other party.
Upon being terminated pursuant to either of the above provisions, the Agent shall be entitled to be compensated for the reasonable value of the services he has already performed based upon the fee scheduled contained in paragraph 3 above.
- 5. Applicable Law:** This Agreement shall be construed, interpreted and enforced according to the laws of the state of Oregon.
- 6. Entire Agreement:** This AGREEMENT constitutes the entire agreement between the parties pertaining to the subject matter hereof, and it supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. There are no agreements, warranties, or representations between the parties other than those set forth or provided for herein and. No supplement, modification, or amendment of this AGREEMENT shall be binding, unless executed in writing by all the parties.
- 7. Confidentiality:** The parties agree to keep confidential the contents of this Agreement and any matters related thereto.
- 8. Arbitration:** Any controversy, dispute or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this AGREEMENT, including any claim based on contract, tort, or statute, shall be resolved at the request of any party to this AGREEMENT by final and binding arbitration conducted at a location determined by the arbitrator in Portland, Oregon administered by and in accordance with the then existing Rules of Practice and Procedure of the Arbitration Service of Portland, Inc. The determination of the arbitrator, which it is hereby specifically agreed may include an award of specific performance, but is not limited thereto, shall
Player name:
Player weight:
Player height:
Player age:
Last playing experience:
Stats from last playing:
Email address #1:
Email address #2:
Player signature or email statement acknowledging terms:
Player signature or email statement acknowledging that he has told his other agent about the AGENT agency: