

[Name of club], a *[name of state]* *[corporation/limited partnership]*, called "club," which operates under the name and style of *[name of football team]* and which club is presently a member of the *[name of football league]*, called "league" and *[name of player]*, called "player."

In consideration of the respective promises the parties agree as follows:

1. The term of this contract shall be from the date of execution until the first day of May following the close of the football season commencing in the calendar year *[year]*, subject, however, to termination, extension, or renewal as specified.

2. The player agrees that during the term of this contract *[he/she]* will play football and engage in activities related to football only for the club and as directed by the club according to this contract; the constitution and by-laws, rules and regulations of the league and of the club; and the club, subject to these provisions, agrees during the term to employ the player as a skilled football player. The player agrees during the term of this contract to report promptly for the club's training sessions and, at the club's direction, to render *[his/her]* full-time services during training sessions and to participate in all practice sessions and in all league and other football games scheduled for or by the club.

3. For the player's services as a skilled football player during the term of this contract; *[his/her]* agreement not to play football or engage in activities related to football for any other person, firm, corporation, or institution during the term of this contract; the option set forth giving the club the right to renew this contract; and all other undertakings of the player; the club promises, subject to paragraph 7, to pay the player each football season during the term of this contract, unless the compensation is changed under paragraph 10, the amount of *[\$dollar amount]* to be payable as follows: *[percentage amount]*% of the amount in equal semimonthly installments commencing with the first regularly scheduled league game played by the club during each season and continuing each semimonthly period; the balance of *[percentage amount]*% of the amount shall be paid on the date of the last regularly scheduled league game. In addition, the club agrees to pay: the reasonable board and lodging expenses of the player incurred in preseason training and/or while playing preseason and/or regularly scheduled league games for the club in other than the club's home city; and all proper and necessary traveling expenses of the player en route to and from the games in other than the club's home city. Any advances made to the player shall be repaid promptly to the club by means of deduction from payments coming due to the player, the amounts of the deductions to be determined by the club unless otherwise agreed by the parties. The player authorizes the club to make these deductions.

If, either this agreement is executed, or the player reports for play and is placed on the active list of the club after the club has played one or more regularly scheduled games in the applicable season, the obligation of the club to pay player the salary prescribed in paragraph 3 shall be reduced in the proportion that the number of said games already played by the club bears to the total number of regularly scheduled games to be played by the club in the applicable season.

4. The player agrees at all times to comply with and be bound by the constitution and bylaws, rules and regulations of the league, of the club, and the decisions of the commissioner of the league (called "commissioner"), which shall be final, conclusive and unappealable. The enumerated constitution, bylaws, rules and regulations are intended to include the present constitution, bylaws, rules and regulations as well as all amendments, all of which are by reference incorporated. If the player fails to comply with the constitution, bylaws, rules and regulations, the club shall have the right to terminate this contract as provided in paragraph 6 or to take such other

action as may be specified in the constitution, bylaws, rules and regulations, or as may be directed by the commissioner. The player agrees to submit to the discipline of the league and of the club, for any violation of the constitution, bylaws, rules and regulations, subject, however, to the right to a hearing by the commissioner. All matters in dispute between the player and the club shall be referred to the commissioner and his or her decision shall be accepted as final, complete, conclusive, binding and unappealable, by the player and by the club. The player, if involved or affected in any manner by a decision of the commissioner, whether the decision results from a dispute between the player and the club or otherwise, releases and discharges the commissioner, the league, each club in the league, each director, officer, stockholder, owner or partner of any club in the league, each employee, agent, official or representative of the league or of any club in the league, jointly and severally, individually and in their official capacities, of and from any and all claims, demands, damages, suits, actions and causes of action whatsoever, in law or in equity, arising out of or in connection with any decision of the commissioner, except to the extent of awards made by the commissioner to the player. The player acknowledges that *[he/she]* has read the present constitution, bylaws, rules and regulations, and that *[he/she]* understands their meaning.

5. The player promises and agrees that during the term of this contract *[he/she]* will not play football or engage in activities related to football for any other person, firm, corporation or institution, or on *[his/her]* own behalf, except with the prior written consent of the club and the commissioner, and, that *[he/she]* will not, during the term of this contract, without the prior consent of the club, engage in any other sport. The knowledge of the club or the commissioner of any of the foregoing activities by the player shall not be deemed to be a consent. Such activities if engaged in by the player shall be at *[his/her]* own risk and any injury suffered shall not be deemed to be in the performance of services under this contract. The player likewise promises and agrees that, during the term of this contract, when, as and if *[he/she]* shall receive an invitation to participate in any all-star football game which is sponsored by the league, *[he/she]* will play in the game in accordance with all of the terms and conditions relating to it, including the player compensation set forth, as are agreed to between the league and the sponsor of the game. The player likewise promises and agrees that during the term of this contract, *[he/she]* will not participate in any other outside football game not sponsored by the league unless the game is first approved by the league. Despite approval by the league, the player shall not be obligated to participate.

6. The player represents and warrants that *[he/she]* is and will continue to be sufficiently highly skilled in all types of football team play, to play professional football of the caliber required by the league and by the club, and that *[he/she]* is and will continue to be in excellent physical condition, and agrees to perform *[his/her]* services to the complete satisfaction of the club and its head coach. Player shall undergo a complete physical examination by the club physician at the start of each training session during this contract term. If player fails to establish *[his/her]* excellent physical condition to the satisfaction of the club physician by the physical examination, or (after having established excellent physical condition) if, in the opinion of the head coach, player does not maintain *[himself/herself]* in excellent physical condition or fails at any time during the football seasons included in the terms of this contract to demonstrate sufficient skill and capacity to play professional football of the caliber required by the league, or by the club, or if in the opinion of the head coach the player's work or conduct in the performance of this contract is unsatisfactory as compared with the work and conduct of other members of the club's squad of players, the club shall have the right to terminate this contract.

7. Upon termination of this contract the club shall pay the player only the balance, if any, remaining due for traveling, board and lodging expenses and for football seasons completed prior to termination, and if termination takes place during a football season, the balance, if any, remaining due on that portion of the total compensation for that season as provided in paragraph 3 or paragraph 10, whichever is applicable, which the number of

regularly scheduled league games already played by the club during that season bears to the total number of league games scheduled for the club for that season.

8. The player hereby represents that *[he/she]* has special, exceptional and unique knowledge, skill and ability as a football player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages and therefore agrees that the club shall have the right, in addition to any other rights which the club may possess, to enjoin *[him/her]* by appropriate injunction proceedings against playing football or any other professional sport, without the consent of the club, or engaging in activities related to football for any person, firm, corporation, institution, or on *[his/her]* own behalf, and against any other breach of this contract.

9. It is mutually agreed that the club shall have the right to sell, exchange, assign, or transfer this contract and the player's services to any other club in the league. Player agrees to accept this assignment and to report promptly to the assignee club and faithfully to perform and carry out this contract with the assignee club as if it had been entered into by the player with the assignee club instead of with this club.

10. The club may, by sending notice in writing to the player, on or before the first day of May following the football season referred to in paragraph 1 hereof, renew this contract for a further term of one year on the same terms as are provided by this contract, except that: (1) the club may fix the rate of compensation to be paid by the club to the player during the further term, which rate of compensation shall not be less than ninety percent (90%) of the sum set forth in paragraph 3 and shall be payable in installments during the football season in whatever further term as provided in paragraph 3; and (2) after renewal this contract shall not include a further option to the club to renew the contract. The phrase "rate of compensation" as used above shall not include bonus payments or payments of any nature whatsoever and shall be limited to the precise sum set forth in paragraph 3.

11. Player acknowledges the right and power of the commissioner: (a) to fine and suspend, (b) to fine and suspend for life or indefinitely, and/or (c) to cancel the contract of, any player who accepts a bribe or who agrees to throw or fix a game or who, having knowledge of it fails to report an offered bribe or an attempt to throw or fix a game, or who bets on a game, or who is guilty of any conduct detrimental to the welfare of the league or of professional football. The player, if involved or affected in any manner whatsoever by a decision of the commissioner in any of the above cases, releases and discharges the commissioner, the league, each club in the league, each director, officer, stockholder, owner, partner, employee, agent, official, or representative of any club in the league, jointly and severally, individually and in their official capacities, of and from any and all claims, demands, damages, suits, actions, and causes of action, in law or in equity, arising out of or in connection with any decision of the commissioner.

12. Any payments made to the player, for a period during which *[he/she]* is entitled to workmen's compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability shall be deemed an advance payment of workmen's compensation benefits due the player, and the club shall be entitled to be reimbursed the amounts out of any award of compensation.

13. Should player become a member of the Armed Forces of the United States or any other country; or fail or refuse to perform *[his/her]* services as provided in this contract; or retire from professional football as a player prior to the expiration of this contract or any option renewal term, and subsequently be released from the Armed Forces or return to professional football as a player, then, and in either event, the time elapsed between player's

induction into the Armed Forces and discharge, or between the date of [his/her] failure or refusal to perform services as provided in this contract, or between the date of retirement from professional football as a player, and return, shall be tolled, and the term of this contract shall be for a period beginning with player's failure or refusal to perform services, release from the Armed Forces, or return to professional football as a player, as the case may be, and ending after a period of time equal to the portion of the term of this contract which was unexpired at the time player entered the Armed Forces, failed or refused to perform services, or retired from professional football as a player. The renewal option shall be continuously in effect from the date of this contract until the end of the extended term. During the period of services in the Armed Forces or retirement, or while failing or refusing to perform services, the player shall not be entitled to any compensation, expenses or other payments under this contract.

14. In the event that player is injured in the performance of services under this contract, and if player gives written notice to the club physician of injury within 36 hours of its occurrence, the club will: (1) provide, during the term of this contract, any medical or hospital care as, in the opinion of the club physician, may be necessary; and (2) continue, during the term of this contract, to pay player [his/her] salary as provided in paragraph 3 or paragraph 10, whichever is applicable if and so long as it is the opinion of the club physician that player, because of that injury, is unable to perform the services required by this contract. Player may, within 72 hours after [his/her] examination by the club physician, submit at [his/her] own expense to an examination by a physician of his choice. If the opinion of the physician with respect to player's physical ability to render the services required by this contract is contrary to that of the club physician, the dispute shall be submitted to a disinterested physician to be selected by the club physician and player's physician or, if they are unable to agree, by the commissioner, and the opinion of this disinterested physician shall be conclusive and binding upon the player and the club. Except as provided in this paragraph, player's failure for any reason whatsoever to perform this contract or the services required by this contract, or a failure to comply with the constitution and bylaws, rules and regulations of the league, or of the club, shall entitle the club, at its option, to terminate the contract. This termination will be effective when the club sends to the player written notice of termination, or shall entitle the club at its option to terminate player's salary under this contract. The rights of termination set forth in this paragraph shall be in addition to the rights of termination set forth in paragraph 6, and any other rights of termination allowed by law.

If player is injured in the performance of services under this contract, this contract shall remain in full force and effect despite the fact that player, following injury, is either carried by the club on its reserve list or is waived out as an injured player while injured; when the player is, in the opinion of the club physician, again physically able to perform the services under this contract, the club shall have the right to activate the player, and player shall be obligated to perform services in accordance with these terms.

15. Any notice, request, demand, approval, or consent required or permitted under this contract to be given by one party to the other shall be deemed sufficiently given if delivered in person or mailed (registered or first-class) to the other party at [his/her] or its address set forth in this contract or to such other address as the other party may previously have furnished to the sender in writing.

16. This contract sets forth the entire agreement between the parties. The signing of this agreement by the parties constitutes their mutual recognition that no other contract or agreements, oral or written, except as attached or specifically incorporated exists between them. If any oral or written contracts or agreements exist, they are hereby canceled. Each party represents to the other that it will not rely upon any agreement or understanding not reduced to writing and incorporated in this agreement prior to its execution.

17. This contract shall be valid and binding upon the parties immediately upon its execution. A copy of the contract shall be filed by the club with commissioner within 10 days after execution. The commissioner shall have the right to terminate this contract by disapproval within 10 days after the filing in *[his/her]* office. The action by the commissioner shall be exercised in accordance with and pursuant to the power vested in the commissioner by the constitution and bylaws of the league. The commissioner shall give both parties written notice of termination and both parties shall be relieved of their respective rights and liabilities.

18. This agreement has been made under and shall be governed by the laws of *[name of state]*.

In witness the player has set *[his/her]* hand and seal and the club has caused this contract to be executed by its duly authorized officer on the date set opposite their respective names.

[Name of club]

By:

[Name of authorized representative]

Attested:

[Name of secretary]

[Corporate seal]

[Name of player]

[Address of player]

Club Rules and Regulations

1. All players must be on time for all meetings, practice sessions, meals, and all types of transportation. The curfew must be observed. Players must keep all publicity appointments and be on time.
2. Drinking of intoxicants is forbidden.
3. Players must not frequent gambling resorts nor associate with gamblers or other notorious characters.
4. Players must report all injuries to a coach and the club physician or trainer immediately, and be prompt in keeping appointments.
5. Players must wear coats and neckties in hotel lobbies, public eating places, and on all public conveyances.
6. Players must familiarize themselves with their contract, especially paragraph 11.
7. Players shall not write or sponsor magazine or newspaper articles, or endorse any product or service or appear on or participate in any radio or television program without the consent of the club.

SAMPLE