**Endorsement Agreement -- Trading Cards.**

 **AGREEMENT**

This **AGREEMENT** is made this 26th day of April, 1995, between **SIGNATURE** **ROOKIES INC.** (herein referred to as "**SIGNATURE ROOKIES**") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein referred to as "PLAYER").

Whereas, the parties desire to enter into this **AGREEMENT** pursuant to which **SIGNATURE ROOKIES** will be granted the  **NON-EXCLUSIVE**  right to production of Trading Cards of **PLAYER**.

 **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **SIGNATURE ROOKIES** will produce Trading cards of **PLAYER**. **PLAYER** will grant SIGNATURE ROOKIES the license to produce 2,500 -- 10,000 "College" Trading Cards, at a fee of $1.00 per card, for a minimum of $2,500 for 2,500 cards. Fee includes signature and right to produce cards.

2. **PLAYER** will grant **SIGNATURE ROOKIES** a non-exclusive right to use his name, facsimile, nickname, photographs, signature reproduction, likeness, right of publicity and biographical sketch (collectively, the "**PLAYER** Identification") on or in connection with the manufacture, advertising, promotion, marketing, distribution and sale of "**SIGNATURE ROOKIES** Products," which shall consist of (i) **SIGNATURE ROOKIES** 1995/1996 Editions (as hereafter defined) and (ii) draft picks and pro prospect trading cards (all sizes). **PLAYER** will have 14 days to approve any advertising and/or promotion including his name, facsimile, nickname, photographs, signature reproduction likeness, right of publicity and biographical sketch (collectively, the "**PLAYER** Identification").

3. The term of this **AGREEMENT** will commence on the date on which this **AGREEMENT** is fully executed, and shall terminate on April 25, 1996.

4. **PLAYER** will personally hand sign a minimum of 2,500 items and a maximum of 10,000 items.

5. For his grant of license and signing of 2,500 items, **PLAYER** will be paid $\_\_\_\_\_ as follows:

A. $\_\_\_\_\_ within ten (10) days of executing this **AGREEMENT** for **PLAYER'S** grant of license.

B. The balance of $\_\_\_\_\_to be paid upon receipt of the signed items by **SIGNATURE ROOKIES**.

C. The remaining 7,500 items to be signed at **SIGNATURE ROOKIES** discretion at a rate equal to $1 per item.

6. The quantity of such items shall be determined by **SIGNATURE ROOKIES**.

A. **SIGNATURE ROOKIES** will guarantee PLAYER a minimum of 2,500 items.

B. An overage of 3% will be included to cover any damaged cards.

7.  **NOTIFICATION CLAUSE.**  If any additional cards are to be signed, PLAYER will be notified 14 days prior to signing.

8.

A. **PLAYER** agrees to return items with a signed affidavit to **SIGNATURE** **ROOKIES** within fifteen (15) days from **PLAYER'S** receipt of items.

B. **PLAYER** will not sign during December 1995 -- January 31, 1996. All other times, **PLAYER** will sign no more than 500 cards in a 1-week period.

C. **SIGNATURE ROOKIES** will deduct 2% of total remaining balance per day for late penalty if **PLAYER** fails to return cards within fifteen (15) days of his receipt of cards.

9.

A. **SIGNATURE ROOKIES** agrees to provide all the required items and pens for the signing.

B. **SIGNATURE ROOKIES** agrees to pay return shipping charges.

10.  **CHOICE OF LAW.**  This **AGREEMENT** shall be solely construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

11.  **INDEMNIFICATION.**  **SIGNATURE ROOKIES** does hereby agree to indemnify and hold harmless **PLAYER** for any cost, damage and expense which may arise from the manufacture, production and market of this product. However, if it is proven that **PLAYER** did not personally sign all cards returned, this indemnification is null and void.

12. **SIGNATURE ROOKIES** shall not be bound by the terms and conditions of this **AGREEMENT** until signed by both **SIGNATURE ROOKIES** and **PLAYER**.

13.  **ADDITION, CHANGES, MODIFICATIONS, ETC.**  No additions, changes, deletions or modifications of this Agreement will be enforceable unless in writing and signed by both parties.

 **IN WITNESS WHEREOF**, the parties have executed this **AGREEMENT** the day and year first above written.

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [company]

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **PLAYER**

 Social Security #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Subscribed and sworn to before me this

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 1995

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public (City, Borough, or Township and County)

 My commission expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (Affix Seal)