**Canadian Football League Standard Player Contract.**

 APPENDIX "A"

 **CANADIAN FOOTBALL LEAGUE**

**STANDARD PLAYER CONTRACT**

 BETWEEN:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_a member of the Canadian Football League (hereinafter called the "Club")

 -- and --

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of the City/Town of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Province/State of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (hereinafter called the "Player")

IN CONSIDERATION of the mutual and respective covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. The term of this contract shall be from the date of execution hereof until the 15th day of February following the close of the football season commencing in 19\_\_\_\_\_, subject however to the right of prior termination as specified herein.

2. The Player agrees that during the term of this Contract he will play football and will engage in activities related to football only for the Club and will play for the Club in two exhibition games, and eighteen (18) regular scheduled games and Canadian Football League playoff games and any other game approved by the Canadian Football League Players' Association; and the Club, subject to the provisions hereof, agrees during such period 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 directions to participate in all practice sessions.

3. For the player's services as a skilled football player during the term of this contract, and for his agreement not to play football, or engage in activities relating to football, for any other person, firm, club or corporation during the term of this contract and for the option hereinafter set forth giving the Club the right to renew this contract and for the other undertakings of the player herein, the Club promises to pay the player the sum of $\_\_\_\_\_, to be payable as follows:

75% of said sum to be divided into eighteen (18) equal installments and paid to player within forty-eight hours of each regular scheduled game whenever the said schedule permits it to be practicable, and subject to paragraph 11, the balance of 25% of the said sum to be paid to the player within forty-eight hours of the last regular scheduled game of the season or within forty-eight hours of the termination of this contract by the Club, whichever first occurs. It is understood between the parties hereto that payment to the player by the Club for league play-off games will be made as hereinafter provided.

4. The Club shall be entitled to deduct from each and every payment made under any of the provisions of this agreement, any amount required for the Player's income taxes and any other deductions required or authorized by law.

4A. The player shall participate in the Canadian Football League Player's Pension Plan and the Club shall deduct and remit to the League the Player's contribution to the plan; and the Club shall pay to the League such sums of money as may be required for the Club's contribution to the plan for the Player.

4B. The Club is hereby authorized and shall deduct the sum of $55.00 for each regular scheduled, play-off and Grey-Cup Game and each bye from compensation payable hereunder commencing with the first regular scheduled game, play-off game, Grey-Cup Game or bye that the player is on the Club Roster, Reserve List, or Disabled List and all monies so deducted shall be paid monthly by the Club to the Canadian Football League Player's Association. The player hereby authorizes the Club and The Canadian Football League to allow access to The Canadian Football League Player's Association to all information provided for in Article 26 of the Collective Agreement.

5. The Club agrees to pay the proper and necessary travelling and reasonable board and lodging expenses whenever the Player is travelling in the services of the Club for games in other than the Club's home city, but when not so travelling, the Player shall pay his own expenses.

6. Prior to the start of each football season, the player shall attend before the Club's Medical Committee for a complete physical and medical examination, and, shall answer completely and truthfully all questions asked of him with respect to his physical and medical condition, and, if, in the opinion of the said Medical Committee, the player is not completely fit to participate in football activities, the Club shall either accept the player or forthwith place the player on waivers without recall. In the event that the Club does not accept the player, the Club shall serve written notice upon the player prior to the first Club practice for which the Player is available. In the event that the Club does not serve written notice, the player shall be deemed to have been accepted by the Club. In the event that the player disagrees with the findings of the said Medical Committee, the player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract. If the player is accepted and provided the player has answered completely and truthfully all questions asked of him and has made full disclosure concerning any and all illnesses and injuries, then in they event of a subsequent injury and claim under Paragraph 20 and/or 21 made by the player, the Club shall be estopped from raising by way of defense any prior existing condition or injury.

6A. If at any time during the term of this contract, the player is found by the Club's Medical Committee not completely fit to participate in football activities as a result of an injury or an illness which is unrelated to an activity performed by the player in accordance with the terms of this contract or any previous contracts between the player and the club or any other member club in the Canadian Football League, the club shall either forthwith place the player on waivers without recall or place the player on the C.F.L. Disabled List in accordance with the terms of the COLLECTIVE AGREEMENT. In the event that the player disagrees with the findings of the said Medical Committee, the player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract.

7. The Player agrees to be bound by and to comply with the rules and regulations as defined in Article 14 of the Collective Agreement; provided however, should any term or condition in the rules and regulations conflict with any term or condition contained in the Collective Agreement, the term and condition contained in the Collective Agreement shall govern.

8. The player agrees that should he at any time or times, or in any manner, fail to comply with the covenants or agreements on his part herein contained, the Club shall have the right for so long as he continues to fail to so comply, to suspend or discipline him. Further, should the player at any time conduct himself in such manner, whether on or off the field so as to endanger or prejudice the interests of the Club, or fails to use his best effort to attain and maintain first-class physical condition, excepting injuries or illnesses, then the Club shall have the right to discipline the player by the imposition of a fine. In the case of a fine being imposed, the Club is authorized to deduct the amount of such a fine from any salary due or to become due to the player under the provisions of the contract. In the event that the player disputes the exercise of the right granted in the within paragraph, the player may submit such dispute to arbitration in accordance with the arbitration system contained in the COLLECTIVE AGREEMENT.

9. The player agrees to promptly pay any fine levied on him by the Canadian Football League's President, and failing such prompt payment the Club is authorized to pay same and deduct such amount from any salary due or to become due to the player.

10. The Club shall have the right to terminate this contract upon notice to the Player if, in the opinion of the head coach and/or general manager:

 (a) the Player fails at any time during the term of this contract to demonstrate sufficient skill and capacity to play football of the calibre required by the Club;

 (b) the Player's work or conduct in the performance of this contract is unsatisfactory;

 (c) where there exists a limit to the number permitted of a certain class of player and the Player, being within that class, should not be included amongst the permitted number; or

 (d) termination of this contract is in the best interests of the Club having regard for the competitiveness of the Club as a whole or the formation of a team with the greatest overall strength.

 It is agreed by both parties that the Club's head coach and/or general manager, as the case may be, shall be the sole judge(s) as to the competency and satisfaction of the Player and his services and, in particular, as to the criteria set out in sub-paragraphs (a) to (d) of this paragraph.

11. Upon termination of this contract during the football season, the player shall only be entitled to receive and the Club shall only be required to pay to the player as compensation for services theretofore rendered hereunder, such portion of the total compensation for the regular season as provided in Paragraph 3 hereof, as the number of the regular scheduled games already played bears to the total number of games scheduled for the Club for that season, and upon such termination the Club shall pay to the player the balance of such compensation as then remains owing to the player. Termination of this contract shall not be effective unless it is terminated in accordance with the terms and conditions contained in the COLLECTIVE AGREEMENT.

12. The player promises and agrees that during the term of this contract he will not play football for any other person, firm, Club or corporation. The player promises and agrees that during the term of this contract he will not engage in activities related to football without the prior written consent of the Club, which consent shall not be unreasonably withheld.

13. The player hereby represents that he 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 by appropriate injunction proceedings against playing football or engaging in activities relating to football in Canada or the United States of America, for any person, firm, Club or corporation, and against any other breach of this contract.

14. It is mutually agreed that the Club shall have the right to sell, exchange, assign and transfer this contract and the player's services to any Club of the Canadian Football League provided that all monies payable by the Club to the player pursuant to the terms of this contract shall be paid by the Club to whom said contract is assigned, and the player agrees to accept such assignment and upon receipt of notification and direction, 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, and the player agrees that the assignee Club shall pay to the Club any amount owing by the player at the time of such sale, exchange, assignment or transfer and shall be permitted to deduct such amount from salary due or to become due to the player.

15. On or before the date to expiration of this contract the Club may upon notice in writing to the player addressed to:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ renew this contract for a further term until the 15th day of February following the said expiration, on the same terms as are provided in this contract except that (1) the Club may fix the rate of compensation to be paid by the Club to the player during the said period of renewal and the rate of compensation shall not be less than one hundred (100%) percent of the amount set forth in Paragraph 3 hereof and one hundred (100%) percent of any bonus payment or payments payable except signing bonus, and (2) after such renewal this contract shall not include a further option to renew the contract. The renewal of this contract shall be understood to include all bonus clauses regardless as to the year described therein and bonus payment or payments of any nature whatsoever except that signing bonuses will not be included.

16. It is mutually understood and agreed that if the operation of the Canadian Football League is suspended, this contract shall immediately be terminated and the remuneration to be paid to the player shall be on the basis as provided by Paragraph 11 herein.

17. The player acknowledges the right and power of the Club, its officers and directors and/or the Canadian Football League's President to fine and/or suspend for the term of this contract and/or terminate the contract of any player who accepts a bribe or who agrees to throw or fix a games, or bets on a game, or bets on a game; and provided the Club, its officers and directors and/or the Canadian Football League's President have acted judiciously and reasonably, the player hereby releases the said Canadian Football League's President and the Club and every officer, director and member of the Canadian Football League and the said Club, jointly and severally, of and from any and all claims whatsoever he may have arising out of or in connection with the decision of the Canadian Football League's President or the Club, its officers and directors in any of the aforesaid cases. In the event the player disputes the exercise of the right granted in the within paragraph, the player may submit such dispute to arbitration in accordance with the Arbitration system contained in the COLLECTIVE AGREEMENT.

18. The player agrees that during the playing season he will not permit his pictures to be taken in Club Uniform or assist in the coaching of any football team other than the Club without the written consent of the Club, which consent shall not be unreasonably withheld.

19. The player agrees that his picture may be taken form time to time for still photographs, motion pictures, television or game action photographs in Club uniform at such times as the Club may designate and the Club shall be free to use in any media such pictures and the player's name and biographical data for Club and League publicity purposes without the player receiving remuneration therefor.

The parties agree that the Club shall have the right to permit any person, firm or corporation to display for commercial purposes pictures of the player in Club uniform with the consent of the player and the player shall not allow either gratuitously or for remuneration any pictures of the player in Club uniform to be used for any publicity or commercial purposes without the consenting writing of the Club first had and obtained. The parties further agree that no such pictures may be used for commercial purposes without the written authorization of the player and the player shall be entitled to negotiate remuneration payable to himself for the granting of such written authorization to be paid by any such person, firm or corporation and that further use of such pictures involving four or more players of one or more clubs in one commercial use shall be subject to the approval of both the Canadian Football League and the Canadian Football League Players' Association as the agent of such players.

20. If the players is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any exhibition game, regular scheduled game, play-off game and Grey-Cup Game, the Club shall pay the player's hospitalization and medical expenses necessarily incurred or arising from the injury provided that the hospital and doctors are selected by the Club, or if selected by the player, are approved in writing by the Club which approval shall not be unreasonably withheld; the Club's obligation to pay such expenses shall continue until such time as the Club's doctor, or the doctor selected by the player and approved by the Club, certifies in writing that the player has sufficiently recovered from the injury to play football, or the first day of the training camp period in the year following the year in which the injury occurred, whichever event shall first occur, thereafter the player relieves the Club from any and every additional obligation, liability, claim or demand whatsoever in connection with the injury, provided in no event is the Club, its servants or agents relieved from any negligence on the part of its servants or agents in the treatment of said injury, nor does the player release the Club of any of its obligations arising under Paragraph 21 hereof.

21. It is further agreed that if the player is a veteran and is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any exhibition game, regular scheduled game, play-off game and Grey-Cup Game; and the injury or injuries are such as to render him unfit to play skilled football during the current football season or any part thereof, the Club shall pay to the player so long as the player continues to be unfit to play skilled football, One Hundred (100%) percent of the salary and all other benefits to which the player would be entitled pursuant to the provisions of this contract and the COLLECTIVE AGREEMENT including payment for all exhibition games, regular scheduled games, play-off games, byes, Grey-Cup Game, in which the Club participates, it being understood and agreed that this obligation shall not extend beyond the day before the first day of the training camp period in the season following the current playing season. The Club shall be prohibited from terminating this contract with the Player so long as the Player remains unfit to play skilled football until the day before the first day of the training camp period in the season following the current playing season. If the Club purports to terminate this contract with the Player and if the Player maintains he is unfit to play skilled football, the player may notify the club in writing within ten (10) days from the date it became known or should have become known to the player that the contract had been purported to be terminated, and may within twenty (20) days from the date when it became known or should have become known to the player that the Club has purported to terminate the contract, submit to an examination by a neutral physician as agreed upon in accordance with the COLLECTIVE AGREEMENT. The player hereby authorizes the Club to, and the Club shall, provide the neutral physician with copies to the Canadian Football League Players Association and the Canadian Football League Players Relations Committee, the medical history reports relating to the injury or injuries; provided however, such medical history reports may contain all actions taken by the Club doctor, but shall contain no opinions as to whether the player is or is not fit to play skilled football. The opinion of the neutral physician who examines the player as to whether the player is fit or unfit to play skilled football shall be conclusive and binding upon the player and the Club. The expense of obtaining the opinion of such neutral physician shall be borne by the Club if his opinion agrees with that of the player and by the player if such opinion agrees with the position of the Club. If the player is not a veteran, this clause shall not be applicable to any injury sustained prior to the playing of the first regular scheduled game of the season but shall be applicable thereafter mutatis mutandis.

22. The player represents to the Club that he is not under contract or option to play football for any other club in Canada or the United States of America during the term of this contract, and that he has not contractual obligations which would prevent him from entering into the within contract.

23. Should the player become a member of the Armed Forces of either Canada or the United States of America, and be unable to perform the services as agreed herein, or should the player retire from football, prior to the expiration of the term of this contract, in either case, the player shall be ineligible to play football for any other person, firm, club or corporation until the expiration date of this contract or the termination of this contract by the Club, whichever first occurs.

24. This agreement contains the entire agreement between the parties and there are no oral or written inducements, promises or agreements except as contained herein.

25. If the player is on the Club's Roster or Reserve List as registered with the President during the time the Club participates in a playoff game of the League, the Club shall pay to the Player:

 (a) $1,800.00 if the Club participates in the Semi-Final;

 (b) $2,400.00 if the Club participates in the Final;

 (c) $6,000.00 if the Club participates in and loses the Championship Game (Grey Cup);

 (d) $12,000.00 if the Club participates in and wins the Championship Game (Grey Cup); and

 (e) Such further moneys as provided for in the COLLECTIVE AGREEMENT;

If the Club has been awarded a bye into the Final Playoff Game and the player is on the Club's Roster or Reserve List as registered with the President during the time the Semi-Final Game is played, the Club shall pay to the Player $1,800.00 and such further moneys as provided for in the COLLECTIVE AGREEMENT.

26. This agreement has been made under the laws of the Province of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall be governed by the laws of the said Province, but that in the event that the Agreement is assigned to a Club in a Province other than\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ any matter arising after the Agreement is assigned shall be governed by the laws of the Province in which the Assignee Club is located.

27. The Club agrees to pay the player the cost of economy air transportation from the player's normal off-season residence to the city where the Club is situate for the purposes of the player attending at training camp. In the event that the player's contract is terminated at any time prior to the end of the last regularly scheduled game, playoff game, or Grey-Cup Game played by the Club, and in the event that the player is not paid for all regularly scheduled games, playoff games and Grey-Cup Game played by the Club, the Club shall pay to the player the cost of economy air transportation from the city where the Club is situate to the place of the player's normal off-season residence.

28. The Club and the player agree that in the interpretation of this contract, time shall be of the essence.

 *29.* *In this Contract the words "Collective Agreement" shall mean the Agreement between The Canadian Football League Players' Relations Committee, representing the Member Clubs of The Canadian Football League and The Canadian Football League and The Canadian Football League Players' Association. The Club and the player agree to be bound by the terms and conditions contained in the Collective Agreement.*

IN WITNESS WHEREOF the player has hereunto set his hand and seal and the Club has caused this contract to be executed by its duly authorized officer or officers this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D. 199\_\_\_\_\_.

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

 Club

 Per:

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

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

|  |  |  |
| --- | --- | --- |
| SIGNED, SEALED and DELIVERED |  |  |
| in the presence of | ) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | ) | Player |
|  | ) |  |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ) |  |
| Witness | ) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | ) |  |
|  | ) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | ) | Player's Permanent Home |
|  | ) | Address and Telephone Number |

 **APPENDIX "B"**

**ADDENDUM TO CANADIAN FOOTBALL LEAGUE**

**STANDARD PLAYER CONTRACT**

 MADE BETWEEN:

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

 THEREIN AND HEREINAFTER REFERRED TO AS THE "PLAYER"

 - and -

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

 THEREIN AND HEREINAFTER REFERRED TO AS THE "CLUB"

On the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D. 199\_\_\_\_\_, (such Standard Player Contract between the Player and the Club being hereinafter referred to as the "Contract").

IN CONSIDERATION of the sum of One ($1.00) Dollar of lawful money of Canada now paid by each of the Club and the Player to the other (the receipt whereof by each of the Club and the Player is hereby acknowledged) and of the mutual covenants hereinafter contained, the Club and the Player hereby agree as follows:

1. Paragraph 1 of the C.F.L. Standard Players' Contract shall be deleted and the following paragraph shall be inserted therefor:

"1. The term of this contract shall be from the date of execution hereof until the 15th day of February following the close of the football season commencing in 19\_\_\_\_\_, subject however to the right of prior termination as specified herein."

2. Paragraph 7 of the C.F.L. Standard Players' Contract shall be deleted and the following paragraph shall be inserted therefor:

"7. The Player agrees to be bound by and to comply with the rules and regulations as defined in Article 14 of the Collective Agreement; provided however, should any term or condition in the rules and regulations conflict with any term or condition contained in the Collective Agreement, the term and condition contained in the Collective shall govern.

3. Paragraph 10 of the C.F.L. Standard Players' Contract shall be deleted and the following paragraph shall be inserted therefor:

"10. The Club shall the right to terminate this contract upon notice to the Player if, in the opinion of the head coach and/or general manager:

 (a) the Player fails at any time during the term of this contract to demonstrate sufficient skill and capacity to play football of the calibre required by the Club;

 (b) the Player's work or conduct in the performance of this contract is unsatisfactory;

 (c) where there exists a limit to the number permitted of a certain class of player and the Player, being within that class, should not be included amongst the permitted number; or

 (d) termination of this contract is in the best interests of the Club having regard for the competitiveness of the Club as a whole or the formation of a team with the greatest overall strength.

It is agreed by both parties that the Club's head coach and/or general manager, as the case may be, shall be the sole judge(s) as to the competency and satisfaction of the Player and his services and, in particular, as to the criteria set out in sub-paragraphs (a) to (d) of this paragraph."

4. Paragraph 15 of the C.F.L. Standard Players' Contract shall be deleted and the following paragraph shall be inserted therefor:

"15. On or before the date of expiration of this contract the Club may upon notice in writing to the player addressed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ renew this contract for a further term until the 15th day of February following the said expiration, on the same terms as are provided in this contract except that (1) the Club may fix the rate of compensation to be paid by the Club to the player during the said period of renewal and the rate of compensation shall not be less than one hundred (100%) percent of the amount set forth in Paragraph 3 hereof and one hundred (100%) percent of any bonus payment or payments payable except signing bonus, and (2) after such renewal this contract shall not include a further option to renew the contract. The renewal of this contract shall be understood to include all bonus clauses regardless as to the year described therein and bonus payment or payments of any nature whatsoever except that signing bonuses will not be included."

5. Paragraph 18 of the C.F.L. Standard Players' Contract shall be deleted and the following paragraph shall be inserted therefor:

"18. The player agrees that during the playing season he will not permit his pictures to be taken in Club Uniform or assist in the coaching of any football team other than the Club without the consent of the Club, which consent shall not be unreasonably withheld."

6. Paragraph 25 of the C.F.L. Standard Players' Contract shall be deleted and the following paragraph shall be inserted therefor:

"25. If the player is on the Club's Roster or Reserve List as registered with the President during the time the Club participates in a playoff game of the League, the Club shall pay to the Player:

 (a) $1,800.00 if the Club participates in the Semi-Final;

 (b) $2,400.00 if the Club participates in the Final;

 (c) $6,000.00 if the Club participates in and loses the Championship Game (Grey Cup);

 (d) $12,000.00 if the Club participates in and wins the Championship Game (Grey Cup); and

 (e) Such further moneys as provided for in the COLLECTIVE AGREEMENT;

If the Club has been awarded a bye into the Final Playoff Game and the player is on the Club's Roster or Reserve List as registered with the President during the time the Semi-Final Game is played, the Club shall pay the Player $1,800.00 and such further moneys as provided for in the COLLECTIVE AGREEMENT.

7. Wherever the word "Commissioner" appears in the C.F.L. Standard Players Contract, it shall be deleted and the word "President" shall be inserted therefor.

8. In all other respects, the Contract between the Club and the Player be and the same is hereby confirmed.

IN WITNESS WHEREOF the Player has hereunto set his hand and seal and the Club has executed this agreement under its corporate seal duly attested to by the signatures of its proper officers in that behalf this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D. 199\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
| SIGNED, SEALED AND DELIVERED | ) |  |
| in the presence of: | ) |  |
|  | ) |  |
|  | ) |  |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Witness | ) | Player |
|  | ) |  |
|  | ) |  |
|  | ) |  |
|  | ) |  |
|  | ) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | ) | Club |
|  | ) |  |
|  | ) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | ) |  |

 **APPENDIX "B1"**

 **ADDENDUM TO**

**CANADIAN FOOTBALL LEAGUE**

**STANDARD PLAYER CONTRACT**

 MADE BETWEEN:

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

 THEREIN AND HEREINAFTER REFERRED TO AS THE "PLAYER"

 -- and --

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

 THEREIN AND HEREINAFTER REFERRED TO AS THE "CLUB"

On the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D. 199\_\_\_\_\_, (such Standard Player Contract between the Player and the Club being hereinafter referred to as the "Contract").

IN CONSIDERATION of the sum of One ($1.00) Dollar of lawful money of Canada now paid by each of the Club and the Player to the other (the receipt whereof by each of the Club and the Player is hereby acknowledged) and of the mutual convenants hereinafter contained, the Club and the Player hereby agree as follows:

1. Paragraph 3 of the C.F.L. Standard Players' Contract shall be deleted and the following paragraph shall be inserted therefor:

"3. For the Player's services as a skilled football player during the term of this contract, and for his agreement not to play football, or engage in activities relating to football, for any other person, firm, Club or corporation during the term of this contract and for the option hereinafter set forth giving the Club the right to renew this contract and for the other undertakings of the Player herein the Club promises to pay the Player the sum of $ \_\_\_\_\_ to be payable as follows:

100 percent of said sum to be divided into 18 equal installments and paid to the Player within 48 hours of each regular scheduled game whenever the said schedule permits it to be practicable. It is understood between the parties hereto that payment to the Player by the Club for League Playoff games will be made as hereinafter provided."

2. In all other respects, the Contract between the Club and the Player be and the same is hereby confirmed.

IN WITNESS WHEREOF the Player has hereunto set his hand and seal and the Club has executed this agreement under its corporate seal duly attested to by the signatures of its proper officers in that behalf this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D. 199\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
| SIGNED, SEALED AND DELIVERED | ) |  |
| in the presence of: | ) |  |
|  | ) |  |
|  | ) |  |
|  | ) |  |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Witness | ) | Player |
|  | ) |  |
|  | ) |  |
|  | ) |  |
|  | ) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | ) | Club |
|  | ) |  |
|  | ) |  |
|  | ) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

 **APPENDIX "C"**

**PHYSICAL TESTS**

|  |  |  |
| --- | --- | --- |
| 1. Flexibility | -- Shoulders | -- lying face down |
|  | -- Hamstring | -- sit and reach |
|  | -- Heel Cord | -- squat with heels down |
| 2. Vertical Jump | -- Standing |  |
| 3. Bench Press | -- Body Weight in 30 seconds |
| 4. Cybex Test | -- Hamstring and Quadricepts |
| 5. Dips and Chins | -- Maximum |  |
| 6. Stress Test | -- To test cardiovascular fitness |

 **APPENDIX "D"**

**C.F.L. CONSTITUTION AND BYLAWS**

(A copy of the C.F.L. Constitution and By-laws is provided to Player Representatives in their copy of the Collective Bargaining Agreement.)

 **APPENDIX "E"**

**CANADIAN FOOTBALL LEAGUE**

**NOTICE OF TERMINATION**

The Rules and Regulations of the Canadian Football League require that a Member Club prior to the termination of a Canadian Football League Standard Player Contract with a Player, shall notify the President of the League of its desire to obtain waivers on the Player and the President is required to forthwith notify all other Member Clubs. Another Member Club upon receiving such notification may claim and receive, subject to the League priority system, assignment of the contract, in which case the assignee Club shall assume all rights and obligations of such contract unfulfilled as of the date of notification by the President that the Player has been placed on waivers.

Waivers can be requested by a Club with "the right of recall" which gives the waiving Club the right to withdraw its notification of desire to obtain waivers, or without the right of recall which precludes the Club from withdrawing its notification.

In either case the President shall designate a deadline by which a Member Club may enter a claim for a Player.

This notice will advise that the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Club has notified the President of its intention to terminate the contract of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, player. This notice will advise that either:

1. The claim deadline has passed and the Standard Player Contract for the 19\_\_\_\_\_ season between the said Player and the Club dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and all future contracts are hereby terminated as of the date of service of this Notice.

 OR

2. The claim deadline is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_, at the hour of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ o'clock in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_noon and if no claims are received by the claim deadline, the Standard Player Contract for the 19\_\_\_\_\_season between the said Player and the Club dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and all future contracts shall be terminated.

The Player/Player Representative by his signature below hereby acknowledges receipt of this notice at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_, at the hour of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ o'clock in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ noon.

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

 Player or Player Representative's Signature

 **APPENDIX "F"**

**PRACTICE AGREEMENT**

 BETWEEN:

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

 a member of the Canadian Football League (hereinafter referred to as the "Club")

 -- and --

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

 (hereinafter referred to as the "Player")

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledge that I have agreed as of the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D. 199\_\_\_\_\_ to join the above named Club on a trial basis as provided for under Section 8, Paragraph 9 of the By-laws of the Canadian Football League. I further acknowledge that I have read the said Section 8, Paragraph 9 which is set out below and understand its contents.

The Club agrees to pay the Player the sum of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars per week during the term of this practice agreement.

Provided the player is being paid no less than the minimum compensation as described in Article 9 of the Collective Agreement, the Club is hereby authorized and shall deduct the sum of $55.00 for each regular scheduled, play-off game and Grey Cup game and each bye from compensation payable hereunder commencing with the first regular scheduled game, Grey Cup game or bye following the date of execution of this agreement by the player and all monies so deducted shall be paid monthly by the Club to The Canadian Football League Players' Association.

The Club agrees that if the player is injured as a result of practicing football for the Club during any practice session called by the Club or any coach thereof prior to the conclusion of said trial period, the Club will pay Player's hospitalization and medical expenses necessarily incurred or arising from the injury sustained provided that the hospital and doctors are selected by the Club; the Club's obligation to pay such expenses shall continue until such time as the Club's doctor certifies in writing that the Player has sufficiently recovered from the injury to play football or 12 weeks have expired from the date that the injury occurred, whichever event shall first occur; thereafter the Player relieves the Club from any and every additional obligation, liability claim or demand whatsoever in connection with the injury, provided in no event is the Club, its servants or agents relieved from any negligence on the part or its servants or agents in the treatment of said injury.

Before the termination of this Practice Agreement of the Club at its option may execute a Standard Player Contract with the Player in the form and on the terms and conditions stated in the Standard Player Contract attached hereto. In the event that the Club does not execute a Standard Player Contract with the Player in the form and on the terms and conditions stated in the Standard Player Contract attached hereto, the Club shall upon termination of this Practice Agreement, pay to the Player the cost of economy air transportation from the City where the Club is situate to the place of the Player's normal off-season residence.

This practice agreement may be terminated by the Player at any time by notification to the Club and by the Club at any time by notification to the Player. In the event that this practice agreement is not terminated as herein provided, it shall automatically terminate on the day prior to the day that the Club plays its last regularly scheduled game, play-off game or Grey Cup Game in the current season.

DATED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D. 199\_\_\_\_\_.

Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) Player \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of the Club, I hereby acknowledge that the above arrangement is correct.

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

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Club \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **CANADIAN FOOTBALL LEAGUE BY-LAWS**

 **Section 8, Paragraph 9:**

Any Member Club may, subsequent to the date determined by the management counsel in Paragraph 1 of this Section 8, permit a player not on its current roster to participate in its practice sessions provided that the President is notified by telex as of the first day of such trial period that the Player has reported to the Club and has executed a Practice Agreement.

 **APPENDIX "G"**

**LIST OF NEUTRAL PHYSICIANS**

(The list of Neutral Physicians changes from time to time, therefore, copies may be obtained from the C.F.L.P.A. office in Regina.)

 **APPENDIX "H"**

**(LETTERHEAD OF THE CANADIAN FOOTBALL LEAGUE)**

Dear Doctor:

You have been selected to act as a neutral physician in the City where you practice to examine any Player of a Member Club of the Canadian Football League who submits to you for an examination pursuant to the provisions of Paragraph 6, 6A or 21 of the CFL Standard Player Contract, copies of which are enclosed. You are retained on behalf of the CFL Players' Relations Committee, representing the Member Clubs, and the CFL Players' Association.

Arrangements shall be made upon your appointment for a representative of the CFL Players' Association and a representative of the CFL Players' Relations Committee to discuss with you the duties and responsibilities involved in this appointment.

When a Player of the Member Club attends at your office and requests that an examination be performed, please forthwith notify the CFL in order to allow arrangements to be made with the Member Club for delivery to you of the Member Club's medical records relating to the Player. You are asked to wait ten-days from the date of your examination of the Player for the Member Club to provide you with its medical records. Upon the expiration of the ten-day period following the date of your examination of the Player and regardless as to whether the Member Club has provided you with its medical records, you are requested to prepare a written report in the form that is provided (Appendix "I" attached to this letter). This report should be completed as quickly as possible and upon completion copies should be sent to the following parties:

1. The Player;

2. The Member Club;

(addresses attached as Appendix "2" to this letter);

3. The Canadian Football League

12th Floor, 1200 Bay Street

Toronto, Ontario M5R 2A5

Attention: The President

4. Canadian Football League Players'

Relations Committee

c/o MacPherson Leslie & Tyerman

1500, 1874 Scarth Street

Regina, Saskatchewan S4P 4B9

Attention: Larry B. LeBlanc

5. Canadian Football League Players' Association

c/o Molstad Gilbert

#700, 10104 - 104 Avenue

Edmonton, Alberta T5J 0H8.

Attention: Edward H. Molstad

You have been selected because of your knowledge in relation to the game of professional football, and your experience in sports medicine. In determining your opinion, you will be required to take into consideration the position that is played by the Player.

For example, if a right-handed quarterback has a dislocated finger on his right hand, he may well be unfit to play skilled football, whereas an offensive lineman who has a dislocated finger on his hand may not be unfit to play skilled football.

Payment of your fee for this service shall be made forthwith by the CFL on receipt of an invoice from you. Pursuant to an agreement made between the CFL and the CFL Players' Association, the CFL Players' Association will then reimburse the CFL for one-half of the fee involved.

Your only contact with the Player shall be when he attends at your office for examination or examinations. The CFL would ask that you remain objective and that you base your examination upon your findings at the time the Player attends at your office. Your decision shall be final and binding upon both the Player and the Member Club, and it is therefore imperative that it be carefully considered. Your decision shall be required to be one of the four following decisions:

1. In my opinion, the Player is fit to play skilled football; or

2. In my opinion, the Player is unfit to play skilled football and shall remain unfit to play skilled football until the conclusion of the football season; or

3. In my opinion, the Player is unfit to play skilled football and shall remain unfit to play skilled football until the day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_; or

4. In my opinion, the above-named Player is unfit to play skilled football and I shall require a further examination of this Player on the day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_, in order to determine whether the Player is either fit or unfit at that time.

It is not contemplated that you will be called upon to attend any formal arbitration proceedings. If your report should not be deemed to be concise enough by either party, any communication with you shall be through the President of the CFL. Any questions that any party has in relation to your report will be put to you through the CFL Office. You are to have no contact with the CFL Players, Association, the CFL Players' Relations Committee, the Member Club or the Player, other than the receipt of medical records from the Member Club and your contact with the Player during your examination or examinations.

We thank you for accepting this appointment and assisting the parties in this regard.

Yours truly,

President, Canadian Football League

 **APPENDIX "1"**

 Date of Report \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PLAYER'S NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE OF EXAMINATION OF PLAYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PLAYER'S RESIDENCE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

 MEMBER CLUB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE OF BIRTH OF PLAYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 HEIGHT OF PLAYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 WEIGHT OF PLAYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 POSITION PLAYED BY PLAYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 MEDICAL RECORDS OF CLUB PROVIDED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

 HISTORY OF PLAYER AS RELATED BY PLAYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

 EXAMINATIONS AND TESTS CONDUCTED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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

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

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

 DECISION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

 COMMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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

 NAME OF NEUTRAL PHYSICIAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **APPENDIX "2"**

Ottawa Football Club

Lansdowne Park Ottawa, Ontario K1S 3W7

Toronto Argo Football Club

Exhibition Stadium

Exhibition Place Toronto, Ontario M6K 3C3

Hamilton Tiger-Cat

Football Club

75 Balsam Avenue North

P.O. Box 172 Hamilton, Ontario L8N 3A2

Winnipeg Football Club

1465 Maroons Road Winnipeg, Manitoba R3G 0L6

Saskatchewan Roughrider

Football Club

2940-10 Avenue

P.O. Box 1277 Regina, Saskatchewan S4P 3B8

Stampeder Football Club Limited

McMahon Stadium

1817 Crowchild Trail N.W. Calgary, Alberta T2M 4R6

Edmonton Eskimo Football Club

9023-111 Avenue Edmonton, Alberta T5B 0C3

B.C. Lions Football Club

765 Pacific Boulevard South Vancouver, B.C. V6B 4Y9

 **APPENDIX "I"**

**AUDITORS' REPORT**

As auditors of a Member Club of The Canadian Football League, we have set out hereunder relevant information as required by Article 30, of the Agreement made between The Canadian Football League Players' Association, and The Canadian Football League Players' Relations Committee and The Canadian Football League in respect of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_season.

|  |  |
| --- | --- |
| GROSS REVENUE |  |
|  | Sale of game tickets as defined by Article 30 | $\_\_\_\_\_ |
|  | Less sales tax (if any) imposed by |  |
|  | a Government of Canada | $\_\_\_\_\_ |
|  | Media revenue as defined by Article 30, |  |   |
|  |  | Television revenue |  |
|  |  | Pay television rights |  |
|  |  | Radio rights | $\_\_\_\_\_ |
| GROSS REVENUE AS DEFINED | $\_\_\_\_\_ |
|  | $\_\_\_\_\_ |
| PLAYERS' COMPENSATION |  |
|  | Pre-season pay, payment for regular |  |
|  | scheduled games, play-off games, Grey-Cup game, |  |
|  | per diem paid, signing bonuses, performance bonuses, insurance premiums |
|  | paid by Club, as defined by Article 30, | $\_\_\_\_\_ |
|  | $ \_\_\_\_\_  |

In the event that the above information is not clearly shown on the audited financial statements, please provide reconciliation between these figures and financial statements.

 **APPENDIX "J"**

**SALARY SURVEY**

(Copies of the Salary Surveys can be obtained from the C.F.L.P.A. Office in Regina).

 **APPENDIX "K"**

THIS ASSIGNMENT MADE THIS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DAY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 1989;

 BETWEEN:

 THE CANADIAN FOOTBALL LEAGUE,

 (hereinafter referred to as the "League")

 -- and --

 OTTAWA FOOTBALL CLUB

 ARGONAUT FOOTBALL CLUB INC

 HAMILTON TIGER-CAT FOOTBALL CLUB

 WINNIPEG FOOTBALL CLUB

 SASKATCHEWAN ROUGHRIDER FOOTBALL CLUB

 STAMPEDER FOOTBALL CLUB LIMITED

 EDMONTON ESKIMO FOOTBALL CLUB

 B.C. LIONS FOOTBALL CLUB

 being all the Member Clubs of the Canadian Football League, (hereinafter collectively referred to as the "Clubs")

 -- and --

 CANADIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION,

 (hereinafter referred to as the "C.F.L.P.A.");

 WHEREAS

A. The C.F.L.P.A. has entered into an agreement with the Clubs and the League, dated the 10th day of November, 1989, in which the Clubs of the League are represented by the Canadian Football League Players Relations Committee (hereinafter referred to as the "C.F.L.P.R.C."), which agreement (hereinafter referred to as the "Collective Agreement"), provides for a twenty-five (25%) percent holdback, as hereinafter set out, in Paragraph 3 of the Canadian Football League Standard Player Contract; and

B. By the terms of the Collective Agreement, the C.F.L.P.A. agreed that the League's Standard Player Contracts entered into between a Member Club and each of its players (hereinafter referred to as the "Canadian Football League Standard Players Contract") shall provide, *inter alia,* that twenty-five (25%) percent of the sum payable to each player (hereinafter called a "Player" and collectively called the "Players") in a season pursuant to such Contract (hereinafter called "the 25% holdback"), shall not be paid to a Player until sometime within forty-eight (48) hours after the completion of the last regular scheduled game of the season or within forty-eight (48) hours of the termination of the Player's contract with the Club, whichever first occurs; and

C. The C.F.L.P.A. is acting herein for the benefit of and as agent for the Players; and

D. Pursuant to the Constitution of the League (hereinafter referred to as the "Constitution"), the League and the Clubs are entitled to receive the Proceeds, as hereinafter defined; and

E. The Constitution provides for the entitlement of each of the Clubs to the Proceeds; and

F. It was a condition of the C.F.L.P.A. entering into the Collective Agreement that these presents should be executed and delivered to the C.F.L.P.A. by the League and by the Clubs as security for the payment by any Member Club of the 25% holdback to any of the Players;

NOW THEREFORE, in consideration of the entering into of the Collective Agreement respecting the 25% holdback and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the limitations provided herein, the League and Clubs hereby jointly and severally guarantee payment in each year of the Collective Agreement of the 25% holdback to and in favour of the C.F.L.P.A. for the benefit of the Players in accordance with the Collective Agreement and The Canadian Football League Standard Players Contract in the event of default in payment of the whole or any part of the 25% holdback by any or all of the Clubs to any or all of the Players in any year of the Collective Agreement, but provided that the said guarantee is specifically limited to the Proceeds (as hereinafter defined), if any. In this Agreement, each "year of the Collective Agreement" means each 12-month period, commencing on the opening day of training camp and ending on the day prior to the opening day of training camp in the following calendar year, during which the Collective Agreement is in force and effect.

2. In this agreement, "Proceeds" shall mean:

 (a) All monies (including any interest earned thereon) received by the League or by any of the Clubs, and all monies payable by the League to all or any of the Clubs, as a result of or by virtue of or in respect of all Divisional play-off games and the National Championship Grey Cup Game played in the Canadian Football League in each year of the Collective Agreement; and

 (b) All monies

 (i) received by the League and intended for distribution by the League to all or any of the Clubs, and

 (ii) received by all or any of the Clubs directly,

 as a result of or by virtue of or in respect of all contracts with any person, firm or corporation respecting the right to televise all or any part of any or all exhibition,

 All-Star, regular scheduled and Divisional play-off games, and the National Championship Grey Cup Game, played in the League in each year of the Collective Agreement, and respecting the sale of any advertising during the telecast of all or any part of such games in each year of the Collective Agreement, PROVIDED HOWEVER that in no event shall any Club under this clause 2(b) be liable for, or be required to contribute or make available or forego from its share of television and advertising monies as aforesaid (whether received by the Club or to which the Club is entitled under the Constitution or otherwise), any more than $100,000.00 for payment to or for the benefit of players under contract with other Clubs in the League in any year of the Collective Agreement.

There shall be no deductions from the Proceeds save those expenses which are normal and payable to third parties and are directly related to the staging of the Divisional play-off and Grey Cup games or the sale of television rights and advertising rights. No expenses shall be charged against the Proceeds which are payable by the League to all or any of the Clubs.

3. As general and continuing collateral security for the performance by the League and by the Clubs of their obligations hereunder with respect to the guarantee of payment, in each season during the term of the Collective Agreement, of the 25% holdback to and in favour of the C.F.L.P.A. for the benefit of the Players, the League and the Clubs hereby grant, assign, transfer, mortgage and charge the Proceeds to the C.F.L.P.A. as and by way of a first fixed and specific mortgage and charge, and grant to the C.F.L.P.A. a security interest in the Proceeds.

4. The League and the Clubs will use their best efforts not to do, or omit to do any act, the commission or omission of which would decrease or impair the revenue from the matters referred to in sub-paragraphs 2(a) and 2(b) herein, or which would decrease or impair the entitlement of the League or the Clubs to the Proceeds.

5. All monies collected or received by the League or by the Clubs in respect of the Proceeds shall be received by them as Trustee for the C.F.L.P.A.

6. In the event of the default in any year of the Collective Agreement by any Club in respect to the payment to a Player of the 25% holdback, the C.F.L.P.A. shall give written notice of such default (hereinafter referred to as a "Notice of Default") to the League and to all of the Clubs. The Notice of Default shall provide the particulars of the default, including the name of the Club, the Player and the amount alleged to be owing. Upon giving a Notice of Default to the League and to the Clubs, the security hereby constituted shall become enforceable in accordance with the terms of this Agreement.

7. Upon receipt of a Notice of Default pursuant to paragraph 6 hereof, the League shall set aside from any Proceeds then held by the League or which subsequently come into its possession in any year of the Collective Agreement, an amount sufficient to satisfy the amount alleged to be owing under such Notice of Default. Subject to the provisions of the paragraph 11 hereof, the Clubs hereby irrevocably direct the League to pay, and the League shall pay, the amount of the Proceeds so set aside to the C.F.L.P.A., for the benefit of the Player or Players whose holdbacks are unpaid, or, at the option of the League, to such Player or Players, to the extent necessary to satisfy the amounts owing as set forth in such Notice of Default. In the event that the amounts owing as set forth in such Notice of Default are so satisfied, the League and the Clubs shall be fully released and discharged in relation to the said Notice of Default to the extent of such payments or payment made to the C.F.L.P.A. or to such Player or Players, as the case may be. The C.F.L.P.A. shall fully indemnify the League and the Clubs from any and all claims for holdbacks in respect of which monies have been paid to the C.F.L.P.A. pursuant to this Agreement.

8. Notwithstanding the provisions of paragraph 7 herein, upon giving a Notice of Default to the League and the Clubs in any year of the Collective Agreement, the C.F.L.P.A., at its option after the completion of the National Championship Grey Cup Game in the year of the Collective Agreement during which the default occurred, and without regard to the adequacy of security for the indebtedness hereby secured, either by agent or by nominee with or without bringing any action or proceeding, may collect, demand, sue for, enforce, recover, and recover, and receive the Proceeds and give valid and binding receipts and discharge therefor and may hold the Proceeds to the same extend and with the same effect as if the C.F.L.P.A. were the absolute owner thereof. The C.F.L.P.A. may charge on its own behalf and pay to other sums of expenses incurred and for services rendered in or in connection with the collection, enforcement, recovery and receipt of the Proceeds after the completion of the National Championship Grey Cup Game in the year of the Collective Agreement during which the default occurred, including the remuneration and disbursements of any Receiver, and the C.F.L.P.A. may add the amount of such sums to the amount secured by these presents. Any Proceeds received by the C.F.L.P.A. in excess of the amount set out as alleged to be owing in the Notice of Default or in any previous Notice of Default that has not been satisfied, and in excess of the sums hereinbefore referred to for expenses incurred in connection with the collection and recovery of the Proceeds, shall be paid over by the C.F.L.P.A. to the League. The C.F.L.P.A. shall be liable to account to the League and the Clubs for such monies only as shall actually come into its hands by virtue of these presents.

9. In the event that the amounts owing as set forth in a Notice of Default are not satisfied by the League in accordance with Paragraph 7 or otherwise recovered by the C.F.L.P.A. in accordance with the terms of this Assignment by the end of the year of the Collective Agreement during which default occurred, the default referred to in the Notice of Default shall be deemed to continue and any Proceeds received by the League in the next year of the Collective Agreement shall be received by the League subject to all the provisions of this Assignment.

10. In the event of any payment of Proceeds is made by the League to the C.F.L.P.A. or to a Player or Players, as the case may be, pursuant to paragraph 7 hereof, such payment shall be made out of the Proceeds held by the League at the time of the payment. Any Proceeds remaining in the hands of the League after all amounts due under any such notice of Default have been satisfied, and any payment of Proceeds made to the League by the C.F.L.P.A. pursuant to paragraph 8 hereof in excess of the amounts alleged to be owing under any such Notice of Default, shall be payable to the Clubs provided that:

 i. The amount of the Proceeds to which a particular Club which defaulted in its obligations to pay the 25% holdback and in respect of which a Notice of Default was delivered, is otherwise entitled, pursuant to the provisions of the Constitution, shall be reduced *pro-tanto* by the amount of such payment made to satisfy such default, and

 ii. In the event that the remaining Proceeds are insufficient to satisfy in full the amounts to which the other Clubs are otherwise entitled to pursuant to the provisions of the Constitution, the amount of Proceeds to which each Club is otherwise entitled shall be reduced proportionately among the Clubs.

11. In the event that a Club defaults in its obligations to pay the 25% holdback, such Club shall forthwith pay to each of the other Clubs the amounts by which the Proceeds otherwise payable to each such other Club are reduced by reason of such default.

12. In the event a dispute arises to (i) whether a Club is in default of its obligations to pay the 25% holdback or (ii) the alleged amount of such default, such dispute shall be submitted to arbitration in accordance with the arbitration proceedings set forth in the Collective Agreement and the League and C.F.L.P.A. shall hold all amounts collected in accordance with paragraphs 7 and 8 that are the subject of such dispute in trust for the benefit of the League, the Club, and the C.F.L.P.A. pending the settlement of such dispute.

13. Upon giving a Notice of Default to the League and the Clubs the C.F.L.P.A. may enforce its rights pursuant to this Agreement after the completion of the National Championship Grey Cup Game in the year of the Collective Agreement during which the default occurred by the appointment, by instrument in writing, of a Receiver of all or any part of the Proceeds and may remove or replace from time to time any such Receiver. Any Receiver appointed by instrument in writing shall have power to take possession of, collect, demand, sue for, enforce, recover, and receive all or any part of the charged premises in accordance with paragraph 8 herein and, for that purpose, to take proceedings in the name of the C.F.L.P.A. and to make any arrangement or compromise. The Receiver shall be vested with such other directions and powers as are granted in the instrument of appointment and any supplement thereto.

14. Nothing in this Agreement shall restrict the distribution of Proceeds by the League to the Clubs pursuant to the provisions of the Constitution or the Clubs' ability to deal with the Proceeds prior to the receipt of a Notice of Default by the League and the Clubs. In the event that the League makes any payment of Proceeds so as to satisfy the amount alleged to be owing in a Notice of Default in accordance with paragraph 7 hereof, and subject to the provisions of paragraph 10 hereof, the League shall continue to distribute the Proceeds to the Clubs and the Clubs may continue to deal with the Proceeds in the ordinary course, but in the event that the League does not have on hand sufficient Proceeds to make payments so as to satisfy all amounts alleged to be owing in accordance with Paragraph 7 hereof, or in the event that the League fails to make payments so as to satisfy all amounts alleged to be owing in the Notice of Default, or in the event that any amounts owing as set forth in a Notice of Default given by the C.F.L.P.A. in a previous year of the Collective Agreement have not been satisfied, the League shall not distribute any Proceeds to the Clubs and the C.F.L.P.A. shall be entitled to exercise its remedies pursuant to this Agreement until all amounts alleged to be owing in any Notice of Default have been satisfied.

15. None of the rights or remedies of the C.F.L.P.A. or any of the Players under or in respect of the Collective Agreement or any other agreement amending the Collective Agreement, or The Canadian Football League Standard Player Contracts shall be merged in or in any way waived, affected, delayed, or prejudiced by this Agreement.

16. The League and the Clubs shall forthwith on request furnish to the C.F.L.P.A. in writing all information requested relating to the proceeds.

17. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. Time shall be of the essence of this Agreement. Each of the parties hereto shall execute and deliver all such further documents, and do such further acts and things, as the other party may reasonably request from time to time to give full effect to this Agreement and the transactions contemplated hereby.

19. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each party hereby attorns to the jurisdiction of courts of competent jurisdiction in the Province of Ontario.

20. The C.F.L.P.A. acknowledges that the League is an unincorporated non-profit association whose members as of the date hereof are the Clubs. The C.F.L.P.A. further acknowledges the officers of the League executing this Agreement do so without any personal liability.

21. The League acknowledges that the C.F.L.P.A. is an unincorporated non-profit association whose members are the Players. The League further acknowledges the officers of the C.F.L.P.A. executing this Agreement do so without any personal liability.

IN WITNESS WHEREOF the parties hereto have caused their seals to be hereunto affixed, attested to by the hands of their proper signing officers duly authorized in that behalf as of the day and year first above written.

THE CANADIAN FOOTBALL LEAGUE

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OTTAWA FOOTBALL CLUB

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ARGONAUT FOOTBALL CLUB INC

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HAMILTON TIGER-CAT FOOTBALL CLUB

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WINNIPEG FOOTBALL CLUB

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SASKATCHEWAN ROUGHRIDER FOOTBALL CLUB

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STAMPEDER FOOTBALL CLUB LIMITED

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EDMONTON ESKIMO FOOTBALL CLUB

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B.C. LIONS FOOTBALL CLUB

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CANADIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **APPENDIX "L"**

**LIST OF ARBITRATORS**

Mr. E.E. Palmer, Q.C.

Mr. Justice A.H. Wachowich

Mr. Justice E.A. Scheibel

Mr. Justice K. Moore

 **APPENDIX "M"**

**C.F.L. SCHEDULE OF GAMES**

(C.F.L. Schedule of Games can be obtained from the C.F.L.P.A. Office in Regina.)

 **APPENDIX "N"**

Dear Player:

We are attaching to this letter a copy of the C.F.L. Standard Player Contract.

We draw your attention to Paragraph 15 of this Contract which provides for the right of the Club to exercise at its option renewal of this Contract for a further one-year term. Paragraph 15 provides for the compensation to be no less than the compensation provided for in Paragraph 3 of this Contract.

It is open to you at this time to negotiate the compensation payable in the option year.

 Yours truly,

 Club