**Continental Basketball Association Performance Contract.**

 **Continental Basketball Association**

**Performer's Contract 8/91**

THIS Performer's Contract (the "AGREEMENT") is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 199\_\_\_\_\_, by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the "Club"), a member of the Continental Basketball Association (hereinafter referred to as the "CBA") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is shown on the last page of this Agreement (hereinafter referred to as the "Player").

 **WITNESSETH:**

 **1. Term & Scope.** The Club hereby employs the Player as a skilled professional basketball player for one calendar year (subject to Section 2 below) starting October 1, 199\_\_\_\_\_. The Player's employment includes: attendance at any and all scheduled training camps and practice sessions; playing in any national or international tournaments during, immediately preceding or immediately following the CBA season; and participating in all reasonable Club and CBA promotional activities.

 **2. Automatic Renewal.** The Club may offer the Player an Agreement for the next calendar year before this Agreement's term ends by mailing a Performer's Contract to the Player at the address listed under his signature or to his last known address. If the Player does not sign and return the Player's Contract within fifteen (15) business days, this Agreement shall be automatically renewed for one (1) calendar year upon the same terms and conditions as those contained herein unless otherwise specified below. Subject to Section 18, no further renewals shall be granted under this Agreement provided the Player has completed the renewal year and complied with all terms and conditions of this Agreement. The annual salary for an automatically renewed contract shall be that amount listed in the Player's Contract sent to the Player or 105% of the amount earned by the Player, excluding regular season and playoff bonuses and cost of living adjustments, if any, for the last playing season covered by this Agreement, whichever is greater.

 **3. Compensation.** Subject to the other terms and conditions of this Agreement:

 **A. Regular Season.**  For the regular season, the Club will pay the Player an annual salary of \_\_\_\_\_ (less all amounts, if any, withheld by federal, state and local authorities), in \_\_\_\_\_ equal weekly installments of $\_\_\_\_\_\_\_ each, with the first payment on \_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, 199\_\_\_\_\_, and the Player is on the Club's active roster during the time that said payment is earned.

 **B. Housing Allowance.**  The Club may provide the Player a housing allowance in an amount not greater than $\_\_\_\_\_\_\_ per month, pro-rated for the days the Player is on the Club's active roster.

 **C. Playoff Compensation.**  The Playoff compensation for each Player on an active playoff roster shall consist of the equivalent of his season weekly compensation plus the following:

|  Winning Team |  Losing Team |   |
| --- | --- | --- |
| Round One:(Shoot-out) | Share accrues | $100.00 per player |
| Round Two: | Share accrues | $300.00 per player |
| Round Three: | Share accrues | $700.00 per player |
| Championship: | $2,500.00 per player | $1,700.00 per player |

D. The Player shall only be entitled to his share of the playoff compensation if he fully complies with all the terms and conditions of this Agreement including, but not limited to, provisions of Section 12 or for any other reasons (which cause suspension, dismissal or disqualification) shall nullify the Player's right to receive any playoff compensation during such suspension, dismissal or disqualification. If a Player does not stay with his team for the full duration of the CBA playoffs because he is signed by a Nation Basketball Association (hereinafter referred to as the "NBA") team while there is an agreement in effect between the CBA and NBA for player development, the Player shall be entitled to any earned playoff compensation, as pro-rated, up to the date the Player leaves the CBA. Any player waived during the CBA playoffs shall be entitled to earned playoff compensation, as pro-rated, up to the date of the waiver.

E. The Player is not entitled to any compensation if any strike, work stoppage, lockout or other labor-related occurrence causes the cancellation of any game, or if the Player retires. The automatic renewal provisions of this Agreement have been taken into consideration in determining the Player's salary.

 **4. Assignment.**

A. The Club shall have the right to sell, exchange, assign or transfer this Agreement to any other CBA or NBA club and the Player agrees to accept such sale, exchange, assignment or transfer and to faithfully perform and carry out this Agreement with the same force and effect as if it had been entered into by the Player with the assignee club instead of with this Club. The Club shall not have the right to sell, exchange, assign or transfer (with or without value) this Agreement to any other club or league outside the CBA or NBA. The Club shall not be permitted to terminate this Agreement with the intent of circumventing the letter or spirit of this subsection. The Player further agrees that, should the Club contemplate the sale, exchange, assignment or transfer of this Agreement to another CBA or NBA club(s), the Club's physician may furnish to the physicians and officials of such other club(s) all relevant medical information relating to the Player.

B. In the event that this Agreement is assigned to another club, the Player shall forthwith be notifies orally or by a notice in writing, delivered to the Player personally or delivered or mailed to his last known address, and the longer time for reporting as may be specified in said notice. The assignee Club must pay the Player's transportation expenses to the assignee Club. If the Player does not report to the club to which this Agreement has been assigned within the allotted time, the Player may be suspended by such club and he shall lose the sums which would otherwise be payable to him as long as the suspension lasts.

 **5. CBA and Club Rules.** The Club and/or the CBA may fine and/or suspend the Player for violating the by-laws, operation manual, rules or regulations of the CBA or any Club (hereinafter collectively referred to as the Club. The CBA or the Club may deduct any fine from payments due to become due the Player from the CBA or the Club. By his signature contained on the last page of this Agreement, the Player expressly acknowledges that he has read, understands and is familiar with the Governing Documents of both the CBA and the Club, which pertain to player conduct.

 **6. Rights of Publicity and Privacy.**

A. The Club, the CBA or any of their assignees may make pictures, images, drawings and/or sound recordings of the Player or his likeness, alone or together with others, for photographs, motion pictures, video, television and other media known or unknown. The Club, the CBA or any of their assignees may use the pictures, images, drawings and/or sound recordings of the Player or his likeness, no matter by whom taken, in any manner for publicity, advertising, promotional or trade purposes. The rights in any pictures, images, drawings and sound recordings shall belong to the Club and the CBA in perpetuity. During each playing season the Player will not make public appearances, participate in radio or television programs, write or sponsor newspaper or magazine articles or sponsor commercial products without the written permission of the Club and the CBA. Written permission must be granted for each such event. Additionally, the Player agrees to participate, upon request, in all other reasonable promotional activities of the Club and the CBA.

B. If the Player is signed to a contract with a team in the NBA, the Player will, at the request of the Club or the CBA, make up to two personal appearances for the CBA or the Club. The CBA or the Club will pay the Player five hundred dollars ($500.00) for each appearance plus pay the Player's round-trip coach airfare, hotel and other expenses (if needed) directly related to the appearance. The appearances may not conflict with the Player's NBA schedule.

 **7. Gambling.** The Player acknowledges that gambling of any kind on the result or margin of victory on any basketball game threatens the public confidence in the integrity of the game and the CBA. Accordingly, the Player agrees not to wager on the result or margin of victory on any basketball game. If the Commissioner, in his sole judgment, finds after notice and hearing that the Player has wagered upon the result or margin of victory on any basketball game, the Commissioner may, in his sole and absolute discretion, suspend, dismiss and/or permanently disqualify the Player from any further association with the CBA or any CBA club. The Commissioner's findings and decision are final, binding and conclusive, subject to any appeals process set forth in the Governing Documents. The Player shall be entitled, at his cost, to be represented by legal counsel at any such hearings.

 **8. Physical Violence.**

A. The Player acknowledges that physical violence directed at another player, coach, official, fan or any other person is contrary to the best interests of professional basketball and the CBA, and shall constitute a breach of the Player's representations and warranties set forth in Section 16 of this Agreement.

B. The Player hereby releases and waives every claim he has or may hereafter have against the CBA, its member clubs and every director, officer, stockholder, trustee, partner and/or employee of the CBA and/or its member clubs (excluding persons employed as players by any such member), arising out of or in connection with any fighting or other form of violent and/or unsportsmanlike conduct occurring (on or adjacent to the playing floor or any facility used for practices or games) in the course of any practice, exhibition, regular season, playoff, championship and/or tournament game.

 **9. Medical Policies.**

A. The Player agrees to: (1) report in good physical condition at the time and place fixed by the Club, and (2) keep himself in good physical condition during the entire season. Player further agrees not ingest either orally, by injection or otherwise, any narcotic, habit-forming, illegal or hallucinatory drug except when prescribed by the Club's physician for medically-related illnesses or medical emergency. To monitor this provision, the CBA may administer urinalysis tests to the Player at any time, and without notice, during the term of this Agreement.

B. The Club and the CBA may furnish relevant medical information about the Player to any interested CBA or NBA team if it contemplates selling, exchanging or assigning this Agreement to another team.

C. If the Player, in the Judgment of the Club's physician, is not in good physical condition on the date of his first scheduled game for the Club or if, at the beginning of or during any season (regular and playoffs), he fails to remain in good physical condition (unless such condition results directly from an injury sustained by the Player as a direct result of participating in any basketball practice or game played for the Club during such season), so as to render the Player, in the sole judgment of the Club's physician, unfit to play skilled professional basketball, the Club shall have the right to suspend such Player until the Club's physician determines that the Player is in sufficiently good physical condition to play skilled professional basketball. In the event of such suspension, the annual sum payable to the Player for the regular season shall be reduced proportionate (compared to the length of the regular season) to the length of time that the Club's physician determines the Player is unfit to play skilled professional basketball.

D. The Player agrees to provide the Club's coach, trainer or physician with immediate notice of any injury suffered by him which may impact, impair or otherwise affect, either immediately or over time, his ability to play skilled professional basketball. Such notice shall include the time, place, cause and nature of such injury.

E. Should the Player suffer an injury covered in subsection D above, he shall submit himself to a medical examination and treatment by a physician designated by the Club. Such examination, when made at the request of the Club, shall be at its expense, unless made necessary by some act or conduct of the Player contrary to the terms of this Agreement.

 **10. Prohibited Activities.** The Player and the Club acknowledge and agree that the Player's participation in other sports may impair or destroy his ability and skill as a professional basketball player. The Player and the Club recognize and agree that the Player's participation in basketball out of season may result in injury to the Player. Accordingly, Player will not, except with the written consent of the Club, engage in any game, practice or exhibition of basketball out of season. Additionally, the Player will not engage in sports endangering his health or safety (including, but not limited to, boxing, wrestling, motorcycling, moped-riding, auto racing, sky-diving, hang-gliding, football, hockey, lacrosse, or other athletic sport), except with the written consent of the Club. A violation of any of the provisions of this Section may result in such fine and/or suspension as may be imposed by the Club, the Commissioner or other authorized representative of the CBA.

 **11. Use, Possession and Distribution of Cocaine or Heroin.**

 **A. Drug Use.** The illegal use, possession and/or distribution of cannabis, cocaine, heroin or any other illegal drugs (all of which are herein collectively referred to as "Prohibited Substances") is a serious problem in society and can adversely affect the performance of the Player, threatens the image of the Club and the CBA and is inconsistent with the spirit of competition in the CBA. The Club, the CBA and the Player are in agreement that all forms of Prohibited Substances should be eradicated from the CBA.

 **B. Dismissal and Permanent Disqualification.** This Agreement is automatically terminated and the Player shall be immediately dismissed and permanently disqualified from any further association with the CBA or any CBA Club if the Player is convicted of or pleads guilty to a crime involving the use, possession or distribution of a Prohibited Substance or has used, possessed or distributed a Prohibited Substance as determined by subsection D below. Any dismissal and permanent disqualification is mandatory and cannot be rescinded or reduced by any CBA club. Upon the occurrence of any of the acts referred to in this paragraph, all obligations of the Club and the CBA immediately cease.

 **C. Entry and Random Drug Sampling.** Player agrees to submit to chemical tests of blood and/or urine or other reasonable tests to determine the presence of any Prohibited Substances anytime without notice during the term of this Agreement at the request of the Club and/or the CBA Commissioner.

 **D. Additional Grounds for Termination.** Player agrees that this Agreement shall be terminated, subject to the appeal rights set forth in the Governing Documents, immediately and without notice upon:

(1) Player's failure or refusal to submit to any test required under the provisions of Sections 9 and 11 hereof or of any Governing Documents; or

(2) Testing positive for the presence of any Prohibited Substance in any test performed pursuant to Sections 9 and 11 hereof of any other chemical test to which Player may submit or be required to submit.

 **E. Treatment.** If the Player comes forward voluntarily to seek treatment for substance abuse, he will be suspended without compensation during the treatment, but will not be dismissed or permanently disqualified. After treatment, any use, possession or distribution of any Prohibited Substance, even if voluntarily disclosed, will result in dismissal and permanent disqualification.

 **F. Reinstatement.** During training camp of the season following the Player's dismissal and disqualification, the Player may apply to the Commissioner for reinstate- ment. The Commissioner shall have the absolute and sole discretion in determining whether or not to allow said Player to be reinstated into the CBA. His decision shall be final, binding, conclusive and unappealable. In making his determination, the Commissioner may consider the following: (a) the circumstances surrounding the Player's dismissal and permanent disqualification; (b) whether the Player has satisfactorily completed a treatment and rehabilitation program; (c) the Player's conduct since his dismissal, including the extent to which the Player is viewed as a suitable role model for youth; and (d) whether the Player possesses the requisite qualities of good character and moral fortitude expected from a professional athlete. Reinstatement may be conditioned upon periodic testing and/or other conditions, as the Commissioner may in his sole discretion so impose.

 **G. Responsibilities of Club.** Club hereby agrees to cooperate with the CBA in the administration of Sections 9 and 11 of this Agreement. Club further agrees to be liable for any and all costs or expenses associated with any testing or related expenses of the CBA in the administration of Sections 9 and 11.

 **H. Disputes.** Any disputes regarding the interpretation or performance of any aspect of Sections 9 and 11 shall be subject to the review and sole discretion of the CBA Commissioner whose decision shall final, binding and conclusive upon the Club and the Player.

 **12. Unique Skill and Breach of Agreement.**

A. The Player, the Club and the CBA agree that CBA players breaching their Agreements and leaving their Club to play in or for basketball leagues or teams, other than the NBA or CBA club holding his rights as determined by the Governing Documents, has become a serious problem for the CBA, its member clubs, its players who honor their Agreements and the CBA fans. It is the purpose of this Section to clearly establish a mechanism for promptly resolving disputes relating to a CBA player's actual, attempted or threatened breach of his Agreement to play in or for another basketball league or team.

B. The Player agrees that he has extraordinary and unique skill and ability as a basketball player and that his services cannot be replaced. Player acknowledges that he has been selected to be a member of the Club because of his unique skill and ability and that his skill and ability complement those of the other members of the Club. Player agrees that while other, less-skilled and less-desirable basketball players might be available to fill his spot on the Club roster, such replacement player will not and cannot fill the void left on the Club should the Player breach the Agreement. Player also understands and agrees his breach of, attempt to breach or threat to breach this Agreement will have an incalculable negative impact on fan support for the Club and the CBA. The Player recognizes that although some of these same difficulties may arise if he is signed to play with an NBA team during the term of this Agreement, the overall impact on the Club and the CBA is much less severe because the CBA, the Club and their fans: (i) recognize that one of the primary purposes of the CBA is to serve as a developmental league for the NBA; and (ii) take pride in the fact that Player will have reached the NBA, considered the pinnacle of professional basketball, with their support. Therefore, Player agrees that he breaches this Agreement by playing, attempting to play or threatening to play in or for any basketball league or team, other than the NBA or the CBA club holding his rights as determined by the Governing Documents, during the term of this Agreement. Further, Player agrees that said breach shall cause irreparable injury to the CBA and the Club.

C. If Player breaches this Agreement as set forth above, then the CBA and/or the Club shall be entitled to an expedited arbitration to resolve the dispute as follows:

(1) The CBA and/or the Club shall make a written demand for arbitration to the American Arbitration Association (hereinafter referred to as "AAA");

(2) The Player, CBA and Club hereby agree that a hearing will be convened at the earliest possible time, but, to the extent possible under AAA rules, not later than seventy-two (72) hours after the demand for arbitration. The Player, CBA and Club further agree that they will cooperate with AAA in the appointment of the arbitrator and will select the arbitrator within forty-eight (48) hours after the demand of the arbitration;

(3) The Player, CBA and Club hereby agree to waive any and all discovery provided for under AAA rules;

(4) The filing of the demand for arbitration and the arbitration hearing shall take place in either the city in which the CBA is then headquartered or the city in which the Club plays its home games, at the CBA's and the Club's election;

(5) The CBA and/or the Club shall notify the Player and/or his agent, if any, of the demand for an expedited arbitration pursuant to this Paragraph as well as the time and place for the hearing as soon as practicable. Oral notice shall be deemed sufficient, although the notice should be in writing where possible. If written notice is provided, the parties hereby agree that sufficient notice is provided under this subsection when the CBA and/or the Club mails by overnight carrier said notice to the Player's last known address or to the address listed in this Agreement;

(6) The failure of any party to attend the hearing as scheduled shall not delay it, and the arbitration shall proceed to take evidence and issue an award as though such party was present;

(7) The formal rules of evidence shall not apply and all relevant evidence shall be admitted at the hearing;

(8) The arbitrator shall issue a decision as soon as possible, but in no event more than twenty-four (24) hours after the hearing has been completed;

(9) If the arbitrator finds that the Player has breached the Agreement, then the arbitrator shall order that Player not play, attempt to play or threaten to play basketball in or for any league or team, other than the NBA or the CBA club holding his rights as determined by the Governing Documents. In addition to said relief, the parties hereby agree that the arbitrator may order any other relief, legal or equitable, that may be appropriate;

(10) The decision of the arbitrator shall be final and binding on the parties and may be immediately entered as a judgment in any court of competent jurisdiction; and

(11) The prevailing party in said expedited arbitration shall be awarded his or its costs, including attorney's fees and other expenses, associated with said arbitration or entry of judgement in a court of competent jurisdiction.

D. The Player, the CBA and the Club agree that, in addition to the remedy and rights set forth above, the CBA, the Club or their assignees maintain and reserve any other remedies or rights (legal, equitable or otherwise), it or they may otherwise have including, but not limited to, the right to obtain a decree in court enjoining the Player from any further breach of this Agreement and/or enjoining the Player form playing basketball anywhere in the world for any other team during this Agreement's term. In any proceeding brought to obtain this relief, the Player agrees to waive his right, if any, to trial by jury and waive his right, if any, to interpose any counterclaim or setoff for any cause whatever against the CBA, its clubs and its directors, officers, stockholders, trustees, partners or employees. Any litigation arising out of this Section shall be filed in the State in which the League Office is headquartered or the city in which the Club plays its home games.

E. A breach by the Player under this Section shall relieve the CBA and its club of any further obligations, financial or otherwise, outlined in this Agreement.

 **13. Inducing Others to Breach Contract.** The Player shall not during the term of this Agreement, directly or indirectly, entice, induce or persuade, or attempting to entice, induce or persuade, any player or coach under conduct to the CBA, its member clubs or any affiliate Club or the CBA to enter into negotiations as a basketball player or coach. The Player may not negotiate or contract for such services, except with the CBA Commissioner's prior written consent.

 **14. Termination of Contract.**

A. If the Player alleges that the Club has defaulted on any payment of compensation or that the Club has failed to perform any material obligation, the Player must specify the facts constituting his claim in writing to the Club whose roster he is on. If the Club does not remedy the alleged default or failure within ten (10) business days after receiving written notice, the Player may refer the claim immediately to the CBA Commissioner who will serve as an impartial arbitrator. If the Player wins the arbitration and if neither the CBA nor the Club complies with such award within ten (10) business days after receiving notice of it, the Player may, by writing a letter to the CBA Commissioner, terminate this Agreement.

B. The Club may terminate this Agreement by giving the Player written notice, if at any time he:

(1) Fails, refuses or neglects, in the sole opinion of the Club, to conform his personal conduct to standards of good citizenship, good moral character and good sportsmanship; or

(2) Fails, in the sole opinion of the Club, to keep himself in competitive physical condition or to obey the training rules; or

(3) Fails, in the sole option of the Club, to continue to qualify as a member of the Club; or

(4) Fails, refuses or neglects, in the sole opinion of the Club, to render his services so as to materially breach this Agreement.

C. Subject to the provisions of Section 3 of this Agreement, on the date of termination of this Agreement, the obligations of the Player and the Club shall cease, except the obligation to pay the Player's regular season earned compensation up to the termination date.

 **15. Uniform.** The Player must wear the Club's official CBA basketball uniform, including, but not limited to, jersey tops and bottoms, warm-up jersey and pants, socks, wrist and headbands and the official CBA athletic shoe at all games, practices and other occasions when he wears a basketball uniform or plays basketball in or on behalf of the CBA. The same color of the official athletic shoe shall be worn by all players on a team and any compression shorts worn by players must be of the same color. Other than those which appear on the official CBA basketball uniform, the Player may not wear any other identifying logo, name, colors, marks or design of any company, product or service on any part of his uniform. If the Player wears any unauthorized logo, name, colors, marks or design, the Player may be suspended and/or fined by the Commissioner. The Player must return to the Club all uniforms and other Club property in his possession or issued to him upon the termination of this Agreement or at the end of the playing season, whichever is earlier. The Club may deduct from any payment due the Player, the value of any uniform or property not so returned.

 **16. Player's Representations and Warranties.** The Player represents, warrants and agrees that he: (a) is not obligated to play basketball in or for any league or team during the term of this Agreement; (b) will indemnify, hold harmless and defend the Club and the CBA for any claims, actions, demands, losses, costs, expenses, or prior to this Agreement's term; (c) will be neatly and fully attired in public and will conduct himself on and off the court according to the highest standards of honesty, morality, fair play and sportsmanship; (d) will at all times during the season (exhibition, regular season and playoffs) be in good physical condition to play skilled professional basketball; (e) will not do anything detrimental to the best interests of the CBA or any CBA club; (f) will pay all the transportation costs to report to the Club at the start of the season and to return home after the season ends; and (g) will pay all obligations incurred as a result of his involvement with the CBA or the Club in each CBA city in which he participates in league approved games. If the Player fails to pay any obligation or expense incurred while under financial obligation, pay the outstanding obligation and deduct the verified amount from amounts due to the Player under this Agreement.

 **17. Arbitration.** Subject to Section 12 of this Agreement, any dispute between the Player and the Club relating to this Agreement, or concerning its performance or interpretation, shall (by written notice to the other party) first be submitted to the CBA Commissioner, or his designees, for mediation. No other action may be taken during the ten (10) days following the submission for mediation. All controversies or claims arising out of or related to this Agreement, the breach thereof or the transactions contemplated hereby that are not settled by mediation shall be settled by final and binding arbitration in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction. The losing party in the arbitration shall pay the fees and expenses of all arbitrators and the costs of arbitration, and the prevailing party shall be entitled to its attorney's fees and costs.

 **18. Retirement.** If the Player retires or stops playing in the CBA before this Agreement ends for any reason whatsoever, including, but limited to, illness or injury (not incurred in the performance of services under this Agreement), or being signed by a team in the NBA while there is an Agreement between the NBA and the CBA for player development, then this Agreement term is suspended for a period equal to the length of the retirement or stoppage.

 **19. Release and Waiver of Claims.** The Player waives and releases every claim, demand, judgment and cause of action he may have against the CBA Commissioner, the CBA, its member Clubs and it and their directors, officers, stockholders, trustees, partners and employees for damages in connection with any decision of the CBA Commissioner, the CBA or any CBA Club.

 **20. Amateur Status.** By signing this Agreement, the Player understands that he may forfeit any amateur standing or eligibility he may have.

 **21. Governing Law.** The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State in which the CBA League Office is located.

 **22. Attorney Fees.** If any legal action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that proceeding, in addition to any other relief to which it is entitled.

 **23. Entire Agreement.** This Agreement and any addenda and exhibits (along with the CBA Governing Documents) contain the entire agreement between the parties and sets forth all components of the Player's or entity owning an interest in the Club, and there are no agreements of any kind, express or implied, oral or written, promises, undertakings, representations, commitments, inducements, assurances of intent or understandings of any kind that have not been disclosed to the CBA: (a) involving consideration of any kind paid, furnished or made available to the Player, or any person or entity controlled by or related to the Player, by the Club or any person or entity affiliated with, related to, controlled by the Club, of this Agreement or thereafter, or (b) concerning any future renegotiation, extension or amendment of this Agreement. No charge, addition, termination or attempted waiver of any portion of this Agreement shall be binding upon the CBA or the Club unless and until it has been approved in writing by the CBA Commissioner. The fact that any provisions within this Agreement are found by a court of competent jurisdiction to be void or unenforceable, or are not in fact enforced, shall not affect the binding effect, enforceability or validity of any other provisions.

 **24. Rights of the CBA.** The Player acknowledges that the CBA is intended beneficiary of the terms of this Agreement and that the CBA, through its Commissioner or other authorized agent, shall have the right to enforce or seek enforcement of the terms and provisions of this Agreement. Club agrees to indemnify, defend and hold harmless the CBA from any claim, obligation or liability arising out of the CBA's participation in, administration of, enforcement of or approval of this Agreement.

 **25. Approval.** This Agreement is valid only after it has been signed by the Player and the Club and approved by the CBA Commissioner. Within forty-eight (48) hours of execution of this Agreement, the Player must return it to the Club, which must then immediately forward it to the CBA Office. This Agreement shall be deemed approved ten (10) business days after it is received in the CBA Office, unless the Commissioner disapproves it within the ten (10) day period. If the Commissioner disapproves of this Agreement, it is of no force or effect and the Player and the Club are relieved of the rights and obligations contained herein. The Player should call the CBA Office at 303-331-0404 if he does not receive a white copy of this Agreement within twenty (20) business days after the date of execution.

|  |  |
| --- | --- |
| Agreed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Club President | Agreed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Player................... (Date) |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Approval of CBA Commissioner | Player's Permanent Address |
| Player's signing witnessed by: |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | City .................. State .................. Zip |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Area Code (.....) Number \_\_\_\_\_ |
| Signature of CBA Club Representative |  |
|  | Social Security # \_\_\_\_\_  |