American Indoor Soccer Association Standard Player Agreement.

American Indoor Soccer Association, Inc. (AISA)
Standard Player Agreement

_____
(Name of Club)

THE PARTIES TO THIS AGREEMENT, dated 7-19-91 are _____ (hereinafter called the "Club"), and _____ (hereinafter called the "Player").

The parties hereby agree as follows:

Article I

Duration and Payments

1.1 Term.

This contract covers one season, and will begin on the date of execution or November 1, 1991, whichever is later and end on September 30, 1992, unless terminated or renewed as specified below.

1.2 Compensation

For performance of Player's services and all other promises of Player, Club will pay Player a total salary of $9000.00, payable as follows: Commencing on 11-15-91, the Club shall pay Player in equal installments on the 15th day of each month and/or on last day of each month as follows:

(a) During the AISA regular season $1800.00 per month, payable in equal installments at the 15th and the last day of the month, and/or

(b) Such sum and on such conditions as are set forth in Article XI ("Special Provisions"), and

(c) Such sum and on such conditions as are attached hereto as Exhibit "A" "B" and/or "C" which are deemed incorporated herein by reference.

(d) Club shall pay Player pro-rated on a daily basis through the Club's last Playoff Game in which the Player actually appears in the Club's official line-up for such game.

(e) In addition to fixed pro rata Playoff compensation, Player and Club hereby agree that Club shall pay Player only those sums as set forth in Exhibit "B" attached hereto which is deemed incorporated herein by reference.

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The word "season" means the regular playing season as annually determined by the American Indoor Soccer Association, Inc. (herein called the "League").

***Important Note:** The Clauses (a), (b), and (c) of Section 1.2 are alternatives. Any clause which is not intended to be used must be stricken.

1.3 Compensation Cap Violations.

It is acknowledged by the parties that each Club of the AISA is bound by the Rules and Regulations of the AISA including, but not limited to Rules and Regulations involving player conduct, player transactions, and player payroll expense cap. Player agrees to abide by, and be bound by, all Rules, Regulations, and Laws of the AISA and of the Club. Player specifically agrees that he is subject to sanctions, fines, suspensions and/or termination for violating such Rules, Regulations and/or By-Laws of the Club and/or the AISA. As it relates to the Player Payroll Cap, and Player Compensation, Player hereby agrees, warrants, and represents that he will neither seek nor accept money or in kind compensation, of any kind or nature, directly or indirectly, from Club or paid on behalf of Club, without first and forthwith reporting same to the Commissioner of the AISA. Failure to so report such occurrence shall be grounds for the AISA to fine and/or suspend and/or terminate, without pay, said Player from the Club, and grounds to bar the Player from future AISA playing opportunities.

Article II

General Obligations of Player and Club

2.1 Employment and Playing.

Club employs Player as a skilled player. Player accepts such employment. He agrees to give his best efforts and loyalty to the Club. Player will report promptly for and participate fully in all of the Club's training sessions, all Club meetings, and practice sessions, and all games in which he is required to play by the Club. Player shall play soccer only for the Club as directed by it and shall not participate in soccer related events or games except with the express written permission of the Club.

2.2 Club Rules and Discipline.

Player shall comply with the Club's Rules and acknowledges the Club's right to suspend or fine him or to terminate this Agreement for any violation of (a) the Club's Rules, or (b) this agreement, or (c) the By-Laws or Regulations of the League. Any fine imposed on Player or outstanding debts of the Player to the Club may be deducted from Player's compensation on notification and at the sole discretion of the Club.

2.3 Promotions and Endorsements.

Player shall participate as directed by the Club in all promotional, endorsement and publicity activities of the Club and shall not be entitled to any additional compensation

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therefor. He shall permit his picture to be taken for still photographs, videos, motion pictures or television at such times and at such places as the Club may designate, and to use his name in connection therewith; he shall also permit his name, portrait, picture and voice to be used by Club and the League on all writings or audio-visual displays relating to promotional, endorsement and publicity activities, and all rights to the foregoing shall belong exclusively to the Club. The Club may assign such rights, for its sole benefit, during the life of this Agreement.

2.4 Other Sports.

Since Player acknowledges that his participation in any other athletic activity might impair or destroy his skill as a soccer player, Player shall not with the written consent of the Club engage in such athletic activity which in the sole opinion of the Club might endanger his ability to perform his services hereunder.

2.5 Physical Examinations.

Player shall promptly submit at the expense of the Club to such medical and dental examinations and treatments as are prescribed by the Club, including but not limited to drug and alcohol testing of every kind or nature. Player agrees to submit to random regular season and playoff urinalysis test for foreign substances and test including but not limited to tests for cocaine, marijuana, opiate, amphetamine and/or alcohol use. Such tests may be administered by the Club or the American Indoor Soccer Association, Inc. in accordance with standard testing procedures.

Article III

Representation by Player

3.1 Equitable Relief.

Player represents that he possesses unique knowledge and skill as a soccer player and that his services to be rendered hereunder are of an unusual and extraordinary character with peculiar value which cannot be adequately compensated for in damages at law. Any breach of this Agreement by Player would cause the Club irreparable injury. Therefore, the Club shall be entitled (in addition to its other remedies) to enjoin Player from taking or continuing any course of conduct which would or might constitute a breach of this Agreement.

3.2 Condition of Player.

Player represents that he has no physical or mental defects known to him which have not been disclosed in writing to the Club prior to the signing hereof.

3.3 Interest in Soccer Club.

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Player represents that he does not and will directly or indirectly own stock or have any financial interest in ownership or earning of the Club, any other League Club, or any other professional soccer club.

Article IV

Assignment of Agreement

4.1 Right to Assign.

This agreement (including the rights to Player's services) may be assigned by the Club and reassigned by any assignee, to any other soccer club in the United States or the League itself.

4.2 Obligations of Assignor and Assignee Club.

The sums payable to Player for the period in which this Agreement is in force shall not be diminished by any such assignment, except for failure to report to the Assignee-Club within a reasonable time upon assignment. All rights and obligations of the Assignor-Club shall become the rights and obligations of the Assignee-Club, except that the latter shall be liable to Player only for payment accruing from the date on which Player is required to report to it, with the Assignor-Club to remain liable solely for any payments accrued prior to that date.

4.3 Player's Obligation to Report.

If this Agreement is assigned during the playing-season, Player shall report to Assignee-Club, at his travel expense, within 48 hours of the receipt of written notice of the assignment of this Agreement.

Article V

League Rules and Disputes

5.1 Prohibited Conduct.

Player agrees to comply with all provisions of the By-Laws and Regulations of the League applicable to Player and with decisions of the League's Officer. Player acknowledges that if he accepts a bribe or agrees to fix a League game, fails to promptly report a bribe offer, bets on a League game; or is found guilty of any other form of conduct reasonably judged by the Commissioner to be detrimental to the League or the sport of soccer; or otherwise violates any League By-Law or Regulations, the Commissioner has the right, after giving the Player the opportunity for a hearing, to fine Player in a reasonable amount, to suspend Player for a period certain or indefinitely; and/or to terminate this contract.

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5.2 Settlement of Disputes.

Within 20 days from the date of any dispute arises between Player and the Club, if same not be resolved by the Player and the Club to the satisfaction of each, it shall be referred to the League for final and binding arbitration and decision by the League's Commissioner.

5.3 Release of Claims.

Player hereby releases and agrees to hold harmless the American Indoor Soccer Association, Inc. from all action, causes of action, and claims or cause of every kind or nature; further, agreeing to refrain from filing any claim or cause of action against the AISA. It is agreed and understood that the AISA shall not have any liability nor responsibility for injury suffered by the Player, of any kind or nature; nor for health or well-being of the Player. (Player hereby releases the League's officers, the League, each Club, and all persons affiliated with the League or with any Club from all claims arising out of any decision or other action of the League's officers, directors, agents, employees and representatives.)

Article VI

Termination

6.1 Termination by Player.

If the Club fails to perform any of its obligations hereunder, Player may terminate this Agreement: (a) if he notified the Club in writing of its alleged default; and (b) if Player having thereafter notified the League in writing of the Club's alleged default, the League determined that the Club is in default and the Club fails, in the League's opinion, to take corrective action within 10 days after the League directs it to do so in writing.

6.2 Termination by the Club.

The Club may terminate this Agreement upon writing notice to Player if Player shall at any time:

(a) fail to comply with the Club's rules and/or management policies and/or decisions, the League's By-Laws or Regulations, or the rulings of any League Representative; or

(b) fail in the sole judgement and discretion of the Club's management, to exhibit sufficient skill in competitive skill or competitive ability to qualify for or continue as a member of the Club's team; or

(c) fail to perform his services hereunder; or

(d) in any other manner breach this Agreement.

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6.3 Additional Termination Right by the Club.

The Player understands and recognizes that he is competing with other players for a position on that Club's roster. If at any time, in the sole judgement and discretion of the Club, the Player's skill and/or performance and/or conduct have not been satisfactory as compared to that of other players competing for positions on the Club's roster, then the Club may release the Player without advance notice and terminate this contract thereby ending any payment or other obligations provided for herein subject, however, to payment to Player of sums owed Player within 48 hours following posting of written notice to Player of termination. The only qualification is set forth below in Article VIII.

Article VII

Renewal of Agreement -- One-Year Option

7.1 Tender of New Contract.

On or before August 11, 1992, the Club may tender to the Player a contract covering the next succeeding season. If the Player fails to sign and return such contract so that the Club received such signed contract on or before August 30 of the same year, then this Agreement shall be deemed renewed for next succeeding season, including playoffs, upon the same terms and conditions in all respects as are provided herein; provided, however, that this Agreement may be renewed in this manner only for one season following the last season covered by this Agreement.

Important Explanatory Note: That the August 1st and August 30th dates are not subject to change and that if this Standard Player Agreement is to be executed absent to this Section, the Section must be crossed out and initial this section as described above validates the one-year option regardless of the failure of either party to fully complete the inclusion of any of the appropriate private dates or years.

Article VIII

Benefits in the event of Injury

8.1 Injury to Player.

In the event Player is injured within the scope of his employment, and if Player gives written notice of such injury to the Club within ten (10) days of injury (including the time, place, cause, and nature of injury), the Club shall forthwith file, on Player's behalf, for Worker's Compensation benefits, and if the Player is deemed disabled, the Club shall continue to pay compensation provided for in Section 1.2 for a fifteen (15) day period, so long as it is the opinion of the Club physician that Player is unable to perform his services hereunder because of such injury. Any Worker's Compensation benefits received for said fifteen (15) day period shall be assigned and paid over to the Club. Worker's Compensation benefits received for any period after said initial fifteen (15) day period shall be the sole property of the Player in lieu of other compensation or claim against Club.

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8.2 Injury Grievance.

If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract, Player may, within a reasonably brief time after examination by the Club's physician, submit, at his own expense, to examination by a physician with respect to his physical to perform his services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by the League Commissioner on application by either party. Notwithstanding the foregoing, Player shall be entitled to file for Worker's Compensation coverage for temporary or permanent partial or total disability under the Club's Worker's Compensation coverage, which Club agrees to maintain during the life of this Agreement.

Article IX

Miscellaneous

9.1 Method of Giving Notice.

Any notice, request, demand, approval, or consent required or permitted under this Agreement to be given by one party to the other, shall be in writing, and shall be deemed sufficiently given if delivered in person or mailed (registered or certified mail) postage prepaid, to such other party at his or its address set forth in this Agreement or to such other address as such other party may previously have furnished to the sender in writing.

9.2 Amendments.

This Agreement is an entire Agreement superseding all prior and contemporary oral or written statements by the parties and can be amended only by a written amendment signed by Player and a duly authorized representative of the Club, and subject to the express written approval of the AISA.

9.3 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Club plays its home games.

Article X

Validity of Agreement

10.1 Execution and Filing.

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This Agreement will be valid and binding upon Player and Club immediately upon execution, but expressly contingent upon and subject to approval of the AISA. A copy of this Agreement shall be filed by the Club with the League Commissioner within ten (10) days after execution. The Commissioner shall have the right to disapprove and refuse to ratify, thereby terminating this Agreement on reasonable grounds, including, but not limited to an attempt by the parties to abridge or impair the rights of any other Club. Approval will be automatic unless, within ten (10) days after receipt of this Agreement in his office, the Commissioner notifies the parties either of disapproval or of extension of this ten (10) day period for purposes of clarification pending his decision. On posting by the Commissioner of notice of disapproval and termination both parties will be relieved of their respective rights and obligations under this Agreement, which shall be deemed null and void ab initio in all respects.

Article XI

Special Provisions

11.1 Disclosure.

The parties to this Agreement agree not to disclose any terms of this Agreement to any other party. Any such disclosure shall be considered to be a breach of this Agreement. Breach of this Agreement by Player will result in the levying of a fine by the Club, suspension, termination of this Agreement, or any combination of the above. Breach of this Agreement by the Club will be grounds for the termination of the Agreement by the Player.

11.2 Uniforms.

Player shall wear the official uniform and shall follow other dress codes as designated and provided by the Club. Player shall not wear any article of apparel with or upon his official uniforms, warmup suits, or other team designated gear without first receiving the prior approval of the Club; which said approval shall not be unreasonably withheld.

11.3 Official Gear.

It is agreed and understood that all official gear provided by the Club is and shall remain the property of the Club and in the event of termination of this Agreement for any reason, Player agrees to immediately deliver to the Club all such official gear in good condition, normal wear and tear expected, and failing to do so, agrees that the fair market value of such gear shall be due and owing by Player to Club and may be withheld from the Player's final check.

11.4 Club Rules.

The Player agrees to comply with the terms, regulations, and conditions of the Club rules, a copy of which is incorporated herein by reference and made a part hereof.

11.5 Camps, Clinics, and Other Non-Club Activities.

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The Player agrees that the operation or conduction of any soccer camps, clinics, or other promotional activities within the geographic territory of any Club in the AISA is the sole right of that Club. The Player agrees that he will not participate in any fashion in such camps, clinics or other promotional activities without the written consent of the Club and will continue to abide by this Section for the period of one year from and after termination of this Agreement for any reason. The Player further agrees and does hereby grant to Club the right of first refusal for Club to contract for Player's services in conjunction with summer camps covering each summer during the life of this Agreement, including those summers immediately preceding the commencement of Player's option year or years if any hereunder.

11.6 Training Camp.

The Player agrees that he will report to Training Camp on the day which the Club shall establish as the opening day for Training Camp, but shall not be required to report prior to 10-1-91. Player shall receive $600 maximum (maximum $600) total compensation which includes all expenses incurred by the Player, during participation in Training Camp. If Player reports later than the official opening of training camp, 10-1-91, then the amount shall be reduced by $20.00 per day. Said payment(s) shall be made on the 15th and last day of the month following the official opening of Training Camp.

11.7 National Teams.

Subject to the approval of the Player, the Club agrees to release the Player upon request in writing by the United States Soccer Federation (USSF) to play in any International Game (qualifications and final tournament matches for FIFA and CONCACAF tournaments and preparation matches for such tournaments). The release of such Player must be approved in writing by the Club and by the Commissioner of the AISA, which approval shall not be unreasonably withheld. The Club and the Commissioner shall consider all of the circumstances of such request including but not limited to the number of Players requested from each Club, schedule, injuries to Player and such other relevant concerns as may apply to the Player and the Club. The USSF shall be responsible for all such Player's expenses and remuneration, if any, to be paid to the Player. The Clubs shall under no circumstance be responsible to pay the Player's expenses or salary during the time the Player is unable to perform his customary duties for the Club.

11.8 Post-Season Responsibilities.

Player agrees to appear and participate in any and all post-season activities scheduled by the Club including but not limited to banquets, parades, press conferences, meetings with dignitaries, etc., providing such are scheduled within the seven (7) day period immediately following the Club's last regularly scheduled season or playoff game; without entitlement to compensation beyond the day of said last game.

11.9 Club Expenses.

The player shall not be entitled to incur any expenses on behalf of the Club without the express written permission of an Officer of the Club.

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11.10 Agreement.

If Player employed an agent incident to this Agreement, Player agrees that Player is solely responsible for the cost of same.

11.11 Counterparts.

This document may be executed in separate counterparts at separate time and places the separate parts of which shall constitute one original Agreement, effective upon the execution hereof by the latter of the parties, including the AISA Commissioner or his authorized representative, so executing this document.

Signatures of the Parties:

Examine this contract carefully before signing it.

By:
_____
(Corporate Name of Club)
_____
(Title)
_____
(Date Executed)
Witness:
_____
_____
_____
(Date of Signing **in Triplicate)**
By:
_____
(Player's Name)
_____
(Address)
_____
(City/State/Zip)

Parental Consent

This Agreement must also be signed by one of the Player's parents if Player is a minor within the meaning the law governing this Agreement.

_____
Parent (Legal Guardian) of Player

This Agreement is hereby approved and recorded by the League on this, the _____ day of _____, 19_____.

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American Indoor Soccer Association, Inc.

By: _____
Commissioner

Upon approval, copies sent by AISA to _____ and_____

By _____ on _____

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