**Arena Football League Standard Player Contract.**

**ARENA FOOTBALL LEAGUE, INC.**
**STANDARD PLAYER CONTRACT, 1995 SEASON**

This Contract is between [insert corporate name of team here]

_____ ("Team"), a Member of the Arena Football League ("AFL") and [insert name of Player here] _____ ("PLAYER") an individual. In consideration of the promises in this Contract, and for other good and valuable consideration -- the receipt of which and the adequacy of which is acknowledged by the Player and the Team, the Player and the Team agree:

1. Term. The Team hires the Player as a Skilled football player for a one (1) year term starting April 10, 1995 and ending April 9, 1996 unless terminated or renewed as specified elsewhere in this contract.

2. Compensation and Expenses. The Player is not entitled to compensation or benefits if a strike, work stoppage or lockout causes the cancellation of any game or if the Player retires, or if the Player's contract is terminated by the Team, or if the Player is placed on the "Reserve List" (exempt list, suspended list, failure to report list or retired list). Payment to the Player by the Team is according to its rules, regulations and business practices. Player agrees not to play for any other football Team and/or league and this fact has been considered In determining the player's salary.

A. Salary.

1. Pro-Season. In conjunction with his participation in the Team's pre-season training camp the Team will pay to transport the Player to the site of the preseason training camp. The Team determines the type of transportation, whichever costs less. For each day that the Player participates in the Team's pre-season training camp, (which includes the playing of pre-season games) the Team (a) will pay the Player fifteen dollars ($15), and (b) will provide the player with appropriate housing and, (c) will provide, at the Team's option either three meals per day or a per diem fee of $5/breakfast; $10/lunch and $15/dinner.

2. Regular Season Roster Salary. For performance of Player's services and all other promises of Player, the Team will pay Player a yearly salary of $_____ (less all amounts required to be withheld by taxing authorities) subject to the following conditions and payable as follows:

a. In 13 equal weekly payments in the gross amount of $_____ each, payable on May 17, 24, 31, June 7, 14, 21, 28, July 5, 12, 19, 26, August 2 and 9, 1995.

b. Each payment is payable only if the Player was an "active" player on the Team's 21-man active roster (as opposed to its taxi squad or reserve list) on the date of the Team's game immediately preceding each payment date. The Player may be moved to and from the Team's Taxi squad and to and from the Team's roster (and receive the designated salary contained within this contract for those respective positions) on a need basis determined at the discretion of the reaching staff of the Team, The Players base salary shall be reduced by 1/12th for each regular season game for which the Player is not on the Team's Active Roster. This base salary is compensation for regular season games and is not compensation for playoff games. All playoff compensation is according to the schedule provided below under the "Bonuses" paragraph entitled Playoff Game Compensation.

c. The Team shall also pay the Player's necessary travel expenses to his usual residence, If this contract is terminated by the Team and the Player's reasonable room expenses during the season and the Player's hotel expenses when the Player is playing road games during the regular and post season outside the Team's home city.

3. Taxi Squad Salary. If the Player is assigned to his Team's taxi squad rather than to the Team's active roster, then for performance of Player's services and all other promises of Player, the Team will

pay the Player as a Taxi Squad Member a minimum yearly salary of $_____ (less all amounts required to be withheld by taxing authorities) payable as follows:

a. In 13 equal weekly payments in the gross amount of $_____ each. Payment shall be under the same terms as subsection 2.a., b. and c. above.

B. Bonuses. In addition to the salary listed in the previous subsections, the Team will pay the Player the following bonuses only if the Player was on the Team's 20-man "active" roster on the day of the game for subsections 1, 2 and 4 below and only if the following criteria are met:

1. Regular Season Win Bonus: $200 for each regular season victory of the Team, or $100 for each regular season tie if the Player was on the Team's 21-man active roster for that game.

2. Playoff Game Compensation. On the Wednesday after each payoff round, if the Player was on the Team's 21-man active roster for that playoff game an amount per game as follows:

a. First round game. $1,000 if the Team wins the game or $750 if the Team loses the game.

b. Second round game. $1,250 if the Team wins the game or $875 if the Team loses the game.

c. Third round (ArenaBowl) game. $1,500 if the Team wins the game or $1,000 if the Team loses the game.

3. Post Season Awards: (a) $1,000 if the Player is selected his Team's Most Valuable Player at the end of the season; (b) $1,000 if the Player is selected his Team's "Ironman" at the end of the season, (c) $1,000 if the Player is selected the AFL's Most Valuable Player at the end of the season, (d) $1,000 if the Player is selected the AFL's "Ironman" at the end of the Season, (e) $600 if the Player is selected to the post-season All-League first Team.

C. Housing. The Team will be responsible to find and provide housing, if necessary, for the Player if he is on the Team roster.

3. Delay in the Start and/or Suspension of the Term of this Contract. The Player may delay the start and/or suspend the terms of this contract, only with the prior written approval of the Team's general manager if:

A. the Player signs a contract before April 23, 1995 to play for a Team in the National Football League ("NFL"), World Football League ("WFL") or Canadian Football League ("CFL"), and

B1. the Player notifies the Team's General Manager, in writing, before April 23, 1995 that the Player is delaying the start of the term of this Contract, OR

B2. the Player was listed in the official transactions list of the NFL, WFL or CFL as having signed an NFL, WFL or CFL contract before April 23, 1995, OR

B3. the Player is asked to participate in an NFL pre-season training camp after the start of this contract. If this occurs, the player's Contract may, but is not required to be suspended with the prior written approval of the Team's General Manager. The Player understands that the Team is not obligated in any manner to release the Player from this contract.

If the Player delays the start and/or is allowed to suspend the term of this contract, all rights and obligations of the Player, and the Team, under the terms of this contract are suspended immediately upon written notification before April 23, 1996 and/or written notification and approval of the Team's General Manager if suspension is requested after the start of the season. Once the Player is no longer under contract to the NFL or CFL Team, then the terms of this contract are no longer suspended and the terms of this contract begins on the date that the Player reports to the Team. However, the Player must report to the Team within twenty-four (24) hours from the date he was last under contract to the NFL, WFL or CFL Team. (The term "under contract" means until the Player clears waivers from the applicable league). The

Player may not delay the start of this contract after April 23, 1995 without prior written permission from the Team's General Manager.

4. Retirement. For the Player to retire from the AFL, he must sign a "Player Retirement Form" provided by the AFL and send it to the AFL Director of Football Operations. The minimum period of the Player's retirement is one year from the date of notification to the AFL, If the Player retires before this contract ends, then this contract's term is tolled between the date the Player retires from and the date he returns as a player to the Team. During the period this contract is tolled, the Player is not entitled to receive any compensation or benefits from the Team. When the Player returns as a player to the Team, the term of this contract is extended for a period of time equal to the length of the retirement.

5. Trade. At any time during the term of this contract, the Team may trade this contract to any other Team in the AFL. If the Team trades the Player, it will pay the Player's reasonable transportation expense to the location of his new Team. The Player must report to the new Team he is traded to within forty-eight (48) hours of being informed of the trade. If the Team ceases or suspends operations, the AFL may, but is not obligated to, assign this contract to another Team in the AFL via a dispersal draft or any other distribution method determined by the AFL.

6. Scope.

A. The Player's "employment" with the Team means the player will report promptly for and participate fully in all Team pre-season training camps, all Team meetings and practice sessions, and all pre-season, regular season, and playoff games scheduled by the AFL for the Team. If invited, Player may practice for and play in any AFL All-Star Game and will fully participate in all of the events associated with it, and will participate in all reasonable promotional events of the AFL and Team, throughout the entire pre-season, regular season and playoffs.

B. The Player is not authorized to incur any expenses on behalf of the Team or the AFL unless authorized, in writing, to do so.

7. Medical Policies.

A. As appropriate, the Team may direct the Player to undergo medical examinations and treatment, from a health care provider selected and provided by the Team. The Team pays for these examinations and treatments. The health care provider may furnish all information pertaining to the Player to any health care provider designated by the Team.

B. The Player must notify the Team through the trainer and head coach of the Player's Team immediately if the player is injured during the term of this Contract. The notice must include the time, place, cause and nature of the injury. The Team reserves the right and the Player agrees to submit to an independent physical examination at any time during the term of this contract by a physician chosen by the Team.

8. Physical Condition/Medical Testing. The Player represents to the Team that he is in and will maintain himself in excellent physical condition. Player agrees that he will undergo a complete entrance medical exam by the Team (including, if requested to do so, a substance abuse test) at any reasonable time, by a physician approved by the Team during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the Team physician about such condition. If Player fails to establish or maintain his excellent physical condition to the satisfaction of the Team physician, then the Team may terminate this contract. In addition to taking a substance abuse test if he is asked to do so as part of the entrance medical exam, the Player also agrees to submit to reasonable, confidential random testing for substance abuse during the term of this contract and the Player acknowledges that his failure to comply with such testing will be grounds for the immediate termination of this contract by the Team. The Player also agrees to take an exit physical examination within twenty-four hours after his Team's last game of the season or at the termination of this contract, whichever occurs earlier.

9. Injury. If the Player is injured in the performance of his services under this contract, he must immediately report such injury to the Team and physician no later than twenty-four hours after the Player's first awareness of such injury. The Player will receive such medical and hospital care during the term of this contract as the Team's physicians deem necessary and appropriate in their professional judgment. If the Player is unable to perform the services required of him

as a member of the Team due to such injury, then the Player will receive such injury compensation as provided in Addendum A to this contract, or pursuant to state worker's compensation laws. Players must follow the instructions of the Team physician, and keep all appointments for treatment and/or rehabilitation. This includes traveling to meet with the physician, if required. If the Player fails to keep appointments or follow the physician's instructions, it will be grounds for the termination of this Contract by the Team.

10. Inducing others to Breach Contract. The Player shall not, during this contract's term, entice, induce, or persuade any other player or coach under contract to any Team in the AFL to negotiate with any other person or organization for services as a player or as a coach.

11. Termination of Contract. The rights of termination in this contract are in addition to any other rights allowed either party by law. The Team may terminate this contract upon written notice to the Player if the Player at any time fails, refuses or neglects to conform his personal conduct to the standards of good citizenship, good moral character and good sportsmanship; fails, refuses or neglects to keep himself in good physical condition; fails, refuses or neglects to obey the Team's or AFL's rules; fails, in the sole opinion of the Team, to exhibit sufficient skills or ability to continue as a member of the Team; fails, refuses or neglects to render his services in any manner materially breaching this contract.

12. Team and AFL Rules and Regulations. The Team and the AFL have established rules for the conduct of the Player and after they are provided to the Player, these rules are deemed a part of this contract. The Team or the AFL may impose reasonable fines or suspensions on the Player for violating these rules by giving the Player written notice of the amount of any fine or the length of any suspension and the reasons for the fine or suspension and by deducting the fine from any money due or to become due to the Player. During any suspension, the Player is not entitled to any compensation under this contract.

13. Integrity of the Game. The Player recognizes the detriment to the Arena Football League and professional football that would result from impairment of public confidence in the honest and orderly conduct of AFL games or the integrity and good character of AFL players. Player therefore agrees not to accept any bribe or to throw or fix any AFL game. Player also agrees not to bet, legally or illegally, anything of value on the result, score or margin of victory of any AFL game and Player agrees not to bet, legally or illegally, anything of value on the result, score or margin of victory of any professional or college football game. Player also agrees to report, to the AFL Director of Football Operations, any bribe offer or any attempt to throw or fix any AFL game within 48 hours of the offer. Player also agrees not to knowingly associate with gamblers or gambling activity; not to use illegal (non-prescription) drugs; not to provide other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance or to be found guilty of any other form of conduct reasonably judged by the AFL Commissioner to be detrimental to the best interests of the AFL or Professional football. If the AFL Commissioner, in his own discretion, finds that the Player has been responsible for any of the above violations, the Commissioner may suspend, dismiss and/or permanently disqualify the Player from any further association with the AFL. The Commissioner's findings and decisions with regard to this matter are final, binding and unappealable.

14. Rights of Publicity and Privacy. The Team and the AFL may make pictures and sound recordings of the Player alone or with others, for photographs, computer images, motion pictures, television, home video and other media known or unknown. The Team and the AFL may use pictures and recordings, no matter by whom taken, in any manner for publicity, advertising, promotional, or trade purposes. The rights in any pictures and recordings belong to the Team and the AFL but not the Player.

15. Uniform. The Player must wear the official uniform of the Team, including, but not limited to jerseys, pants, socks, wristbands, athletic shoes and pads at all games, practices and other occasions when he wears a football uniform or plays football in the AFL. The Player may not wear the identifying logo, name, colors, marks, or design of any company, product or service at any AFL football game, practice or other occasion when he represents the Team or the AFL, including, but not limited to, logos, names, colors, marks or designs on athletic shoes, headbands, arm and wrist bands, socks, and bandanas. Upon the termination of this Contract, or at the end of the season, the Player must return to the Team all of the uniforms and equipment in his possession or issued to him. The Team may deduct from any payment due the Player, the value of any uniform or equipment not returned by the Player.

16. Player's Warranties. The Player warrants and represents that he is not obligated to play football for any other football Team or league during the term of this Contract. The Player will indemnify and hold harmless the Team and the AFL for any claims, actions, demands, losses, costs, expenses, liability and damages with respect to any contract the Player has previously executed to play football during the term of this Contract; will give his best services and loyalty to the Team and the AFL and play football only for the Team; will be neatly and fully attired in public and will always conduct himself on and off the field according to the highest standards of honesty, morality, fair play and sportsmanship; will not do anything detrimental to the best interests of the Team or the AFL, and will not sponsor, participate in, operate or own any football training, teaching, scouting or tryout camp for college or professional players without the written permission of the AFL Commissioner; will pay all his obligations incurred in each city in which he participates with the AFL. If the Player fails to pay any obligation incurred while the player is under contract to the Team, the Team may pay the obligation and deduct the amount from any amount due, or to become due to the Player.

17. Disputes. If the Player claims that the Team has defaulted on the payment of any compensation or rights provided under this contract, the Player must immediately notify AFL's Director of Football Operations, in writing, of all the facts regarding his claim(s). In that event, the parties agree to first attempt in good faith to mediate this claim, before resorting to arbitration, or the filing or any other dispute resolution procedure. If the parties can not resolve the claim then the parties agree to enter into binding and final arbitration with an independent arbitrator on the disputed claim(s). This includes but is not limited to a dispute between Player and Team involving the interpretation or application of any provision of this contract. All decisions regarding such dispute will be final and binding on both the Player and the Team.

18. Assumption of Risk. The Player understands and agrees that there are risks of injury, severe injury and partial and/or permanent disability associated with playing in the AFL. These risks include the risks ordinarily associated with playing football outdoors -- as well as other risks associated with the playing of arena football, including, but not limited to the following: the use and/or misuses of indoor football equipment; coming into contact with side boards or dashboards, balls caroming off the sideboards or the endzone net systems; players, coaches, referees and other game personnel reacting to balls caroming off sideboards or the net system, a field that is approximately 25% of the area of an outdoor field, but with 73% the number of players on an outdoor field creating a higher density of people on the field; endzones that are two yards shorter than an endzone of an outdoor field; endzones with curved corners, different visibility due to indoor lighting, different audio conditions indoors as opposed to outdoor, closer proximity to the fans in attendance; rules that in some cases are different from outdoor football rules; uncovered floor beyond the endzones, down markers with less room to be dropped onto the ground and, due to the smaller size field, less time to react to situations as they develop on the field.

19. Prohibition of Engaging In Dangerous Activities. The Player agrees that he shall not engage in any dangerous activities or other activities that may expose the Player to physical risks during the term of this contract, including but not limited to, boxing, wrestling, motorcycling or auto racing, sky-diving, bungee jumping, scuba diving, snow-boarding or hang gliding.

20. Release and Waiver of Claims. The Player waives and releases every claim, demand, judgment and cause of action he may have against the Team, the AFL Commissioner, the AFL Deputy Commissioner and General Counsel, every AFL Team and their directors, employees, officers, stockholders or partners, for damages in connection with any decision of the Commissioner, Deputy Commissioner, the AFL or any AFL Team or any injury suffered by the Player during the term of this contact.

21. Entire Agreement. This contract and the documents explicitly incorporated by reference into this contract constitute the entire agreement between the Team and the Player and cannot be modified or supplemented orally. There are no oral or written inducements, promises or agreements except as written in this contract. No change, termination or attempted waiver of any portion of this contract is binding unless in writing and signed by the Player and the Team.

22. Execution of Contract. This contract is valid once it has been signed by the Player and the Team and approved by the AFL Commissioner. If the AFL Commissioner rejects this contract it is of no force or effect and the Player and the Team are relieved of the rights and obligations in this document. The player should call the AFL office at (305) 777-2700 if he does not receive a copy of the contract signed by the Commissioner within 28 days of the date player signs the contract.

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23. Option to Renew Contract. The Team may renew its contract for one additional one year term (the 1996 season) by paying the Player a salary equal or greater than the salary listed in this contract. To renew the Contract, the Team must notify the player, in writing, that it has exercised this renewal option before April 1, 1996. If the Team does not notify the player before April 1, 1996, then this renewal option automatically expires.

24. Governing Laws. The Player understands and agrees that the Team is his employer and as such, he agrees that this contract is governed by the laws of the State in which the Team resides.

25. Amateur Status. By signing this Contract, the Player may forfeit any amateur or collegiate standing or eligibility he may have.

26. Miscellaneous. In this contract, the term "Team" includes the Team's assignees.

The Player and the Team agree to this Contract by signing it. The Commissioner approves this Contract by signing It. EXAMINE this Contract CAREFULLY before signing it.

EXECUTED: THIS_____ DAY OF _____, 1995.

| | |
|---|---|
| AGREED: | AGREED: |
| Team | Player |
| _____ | _____ |
| Team Executive | |
| _____ | _____ |
| Date | Date |

Player's Address:_____

| | | |
|---|---|---|
| _____ | _____ | _____ |
| City | State | Zip |

Player's signature witnessed by: _____

Approved by AFL Commissioner:

_____
Signature of AFL Commissioner

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