Agreement made *[date]*, by and between *[name of club]* (referred to as the "club"), a member of the *[name of basketball association]* (referred to as the "association"), and *[name of player]*, residing at *[address of player]* (referred to as the "player").
In consideration of the below covenants and conditions it is agreed:

1. Employment and term.

The club employs the player as a skilled basketball player, to render *[his/her]* exclusive services as such for and on behalf of the club (its successors and assigns) during the *[number of years]*-year period (subject to the rights of suspension, extension, renewal and termination hereinafter provided) commencing *[starting date]* and ending on *[ending date]*. The player accepts this employment and undertakes to render *[his/her]* services as a skilled basketball player to the best of *[his/her]* skill and ability at all times. The player's employment shall include (without limitation) attendance at training camp on the dates the club designates but not earlier than four weeks prior to the club's first game in the association's regular season schedule (referred to as the "schedule season"), unless player is a "rookie," in which event an earlier date may be designated by the club; playing in all regular games of the schedule season; playing in all of the club's exhibition games prior to and during the schedule season; provided that player shall not be required to play in any exhibition game during the three-day period immediately preceding the opening of a team's regular schedule season or on the day immediately preceding a regularly scheduled season game or in more than three games during any schedule season; playing in play-off games for which player will be compensated as is provided by the association; and playing, if selected, in all-star games without additional compensation. All-star games will not be deemed or considered as exhibition games.

2. Compensation.

(a) Salary.
In consideration of the due and faithful performance by player of *[his/her]* obligations, undertakings and agreements and for all rights granted and agreed to be granted by *[him/her]*, the club shall pay the player each year during the term of this agreement the sum of $*[dollar amount]* in twelve (12) equal semimonthly installments on the 1st and 15th days of each and every month beginning with the 1st day of November of the schedule season and continuing until full payment shall be made; provided that if the club does not qualify for the playoffs in any schedule season all installments of the above compensation for the season remaining unpaid at the conclusion of the schedule season shall then become due and payable to player.

(b) Expenses.
The club will pay or reimburse player for *[his/her]* reasonable board and lodging expenses while necessarily in a city other than the club's home city for the purpose of playing in a club game and for *[his/her]* reasonable and necessary meals and travel expenses en route to any city for the above purposes and return to the club's home city.

3. Player's duties and obligations.
Player undertakes that *[he/she]* will:

(a) Report to the club at the time and place designated by it in good physical condition, ready, willing and able

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to perform *[his/her]* required services.

(b) Keep in good physical condition and ready, willing and able to perform *[his/her]* services.

(c) Play basketball only for and on behalf of the club throughout the term of this agreement.

(d) Always be fully and neatly attired in public and at all times (on and off the basketball court) conduct *[himself/herself]* in accordance with the highest standards of morality, honesty, fair play and sportsmanship and will not do anything which shall be detrimental or prejudicial to the club, the association or of professional sports or which shall subject any of them to ridicule or contempt.

(e) Comply with all reasonable rules which may from time to time be established by the club and the association governing the conduct of players, the playing of games and the good and welfare of the club and the association, and to be bound by the association's certificate of incorporation and bylaws, copies of which are and shall remain open and available for inspection by player at the main offices of the club and the association.

(f) Not engage or participate in any sport, professional or amateur, except on behalf of the club. Player recognizes and acknowledges any participation may result in injury to and may impair or destroy *[his/her]* skill or ability as a basketball player to the detriment and damage of the club.

(g) Not, at any time during the subsistence of this contract, directly or indirectly, induce, entice, persuade or attempt to induce, entice or persuade any player or coach under contract to any member of the association to enter into or engage in negotiations relative to *[his/her]* services as a basketball player or coach, and player will not negotiate or contract with or for the services of any player or coach except with the written consent of the member of the association to whom the player or coach is then under contract. In addition to all rights and remedies of the club in the event of a breach of this subparagraph (g), the commissioner of the association shall have the right to punish the breach by imposing a fine on the player payable out of the compensation payable to player pursuant to this contract or any other monies payable as a basketball player by anybody. The club is empowered in any event to deduct from any monies payable to player by the club the amount of any fine and pay it to the association.

(h) Participate, upon request, in the promotional activities of the club.

(i) During the term of this agreement, player shall not enter into any agreement nor make any commitment for *[his/her]* services as a professional basketball player with any person, firm or corporation other than the club, notwithstanding that these services may be rendered after the expiration of this agreement.

4. Association approval of contract.

This contract, if not inconsistent with the certificate of incorporation and bylaws of the association, shall be valid and binding upon the club and the player immediately upon its execution. The club shall file a copy of this contract with the commissioner of the association within ten (10) days of the signing by the player. If pursuant to the certificate of incorporation and bylaws, the commissioner disapproves this contract within ten (10) days after the filing in *[his/her]* office, this contract shall terminate and be of no further force or effect and the club and the player shall be relieved of their respective rights and liabilities.

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5. Physical conditions and injuries.

(a) Physical condition.
If the player, in the judgment of the club's physician, is not in good physical condition on the date *[he/she]* reports to the club, or on the date of the first scheduled game of the schedule season, or if during the schedule season *[he/she]* fails to remain in good physical condition and that condition is not the direct result of the player's participation in any basketball practice or game on behalf of the club, the club will have the right to suspend player until such time as, in the judgment of the club's physician, player is in sufficiently good condition to play skilled basketball. In the event of any suspension, the club will have all of the rights provided in article 11 and shall not be obligated to pay any salary or compensation to player during any period of disability or any of *[his/her]* medical or hospital expenses.

(b) Injuries.
If the player is injured during the schedule season as a direct result of his participation on behalf of the club in basketball practice or a game, and if by that reason is unable to play skilled basketball, the club will, so long as the inability continues but in no event beyond the date of the close of the schedule season during which the injury occurred, pay to player the compensation accruing to *[him/her]* pursuant to article 2 of this agreement less an amount equal to all workmen's compensation benefits and all payments and benefits of all other insurance provided by the club accruing to the benefit of player. Immediate notice of any injury shall be given by the player to the club's coach or physician and shall be followed by a confirmatory notice within 48 hours after the injury was sustained, in which player shall state the time, place and cause and nature of the injury. Player, in the event of any injury, will, upon request of the club, submit to medical examination and treatment by a regular physician in good standing designated by the club. This examination and treatment when made at the request of the club and by the physician designated by it shall be at the expense of the club, but not in respect of any treatment by any other physician or any injury suffered by the player as a result of any act or conduct contrary to this agreement.

(c) Appeal.
If the player does not agree with any decision or opinion of the physician designated by the club as to *[his/her]* fitness to play skilled basketball, player may in writing (with a copy to the club) petition the association's commissioner to appoint a disinterested physician to examine player and to render *[his/her]* opinion in respect of player's fitness to the commissioner, and the commissioner's decision shall then be final, binding and conclusive on all parties.

6. Likeness of player.
Photographs, likenesses and pictures of the player, whether alone or with others, whether still or in motion, may be taken, made and recorded for still photographs, motion pictures, television or otherwise, at such times and places as the club or the association may designate. All rights in and to all pictures, photographs and likenesses, regardless of by whom taken or made, shall be owned exclusively by the club and the association, as their respective interests may appear, and may be used and dealt with as they, or either of them, may determine. The player will not at any time during the period commencing with the date on which *[he/she]* shall be required to report to the club and ending on the day following the final play-off game sponsored by the association make any public appearances, participate in radio or television programs or permit *[his/her]* picture to be taken or write or sponsor newspaper or magazine articles or sponsor commercial products without the written consent of the club, which shall not be withheld except in the reasonable interests of the club or the association.

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7. Bonuses, bets and bribes.

(a) Bonuses.
The club will not pay, and the player will not accept, any bonuses or thing of value for winning or playing in any game.

(b) The player will not bet, offer or attempt to bet money or other thing of value on the outcome of any game in which any association member participates. Nor shall the player offer or accept any bribe, or agree or attempt to have any player or coach to "throw" or "fix" a game, or fail or refuse to report to the commissioner any offer, acceptance, attempt or agreement coming to *[his/her]* attention or of which *[he/she]* may have or acquire knowledge. If in *[his/her]* sole judgment and discretion the commissioner finds that player has breached or violated any provision of this article, the commissioner shall have the power and right to suspend the player for any period (definite or indefinite) as the commissioner may deem advisable, or to declare this agreement terminated in all respects and the player barred from playing in any game as a member of any association team. The decision of the commissioner in any event shall be final and conclusive on all parties and not subject to appeal.

8. Option to renew.
The club may at any time during the existence of this agreement renew it for a further period of one (1) year beyond the expiration of the term of this contract by giving written notice of the election to player. Any renewal or extension shall be on each and all of the same terms and conditions as are set forth in this contract except that the compensation payable to player shall (instead of the amount set forth in article 2(a) above) be such amount as may be fixed by the club but not less than ninety percent (90%) of the amount payable to player during the last schedule season of the original term. After one (1) renewal, the club will not have any right to renew this contract for any additional period.

9. Retirement.
If by reason of becoming a member of the Armed Forces of the United States or any other country, or if for any other reason whatsoever (including, without limitation, illness or injury not incurred in the performance of services under this contract), the player shall retire or withdraw from professional basketball as a player prior to the expiration of the term of this contract, and subsequently shall return to professional basketball as a player, then the time lapsed between retirement or withdrawal and return shall be considered as tolled, and the term of this contract shall be considered as extended for a period of time beginning with the return and ending after a period of time equal to the portion of the term of this contract which was unexpired at the time of the retirement or withdrawal. The option to renew contained in article 8 shall be considered as continuously in effect from the date of this contract until the end of the extended term. During the period of retirement or withdrawal the player shall not be entitled to any compensation, expenses or other payments under this contract.

10. Assignment.

The club shall have the right to sell, assign or transfer this contract to any other association club only. In this event, player will fully and faithfully perform and carry out this contract in the same manner and with the same force and effect as if it had been entered into by player in the first instance with the assignee club and all references to the "club" shall mean the assignee club. In the event of any assignment, prompt written notice shall be given to the player personally or mailed postage prepaid to the address set forth at the head of this contract or designated by the player for that purpose. Player will then report to the assignee club within 48 hours after the delivery of written notice or any longer period as may be designated. If the player shall fail to report within the

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time required, either of the clubs (in addition and without prejudice to any and all other available rights or remedies) may suspend player. In the event that the player's contract is sold, assigned or transferred to any other association club during the schedule season, all reasonable expenses incurred by the player in moving from the home city of the club to the home city of the club to which the sale, assignment or transfer is made, shall be paid by the assignee club.

11. Defaults, suspension and termination.

(a) Default by club.
If the club defaults in the making of any payment to player in accordance with article 2, or fails to perform any other material obligation agreed to be performed by the club, the player shall notify both the club and the *[name of basketball association]* in writing of the facts constituting the default or failure. If neither the club nor the association causes the default or failure to be remedied within ten (10) days after receipt of written notice, the player shall have the right, by further written notice to the club and association, to terminate this contract. Upon any termination of this contract by the player, all obligations of both parties shall cease on the date of termination, except the obligation of the club to pay the player's compensation to that date.

(b) Default by player.
The club shall have the right (but not the obligation) to suspend the player during any period in which the player shall:

(1) fail, refuse or neglect to keep in first-class physical condition; or

(2) fail, in the opinion of the club's management, to exhibit sufficient skill or competitive ability to qualify to continue as a member of the club's team; or

(3) fail, refuse or neglect to render services or in any other manner materially breach this contract; or

(4) be subject to suspension pursuant to any provision of this contract.

In the event of any suspension: (i) no compensation may accrue or be payable to player in respect of those days during which the suspension is in effect; (ii) the term of this contract will be extended for a period equal to the total period of suspension; and (iii) in addition to the rights of suspension provided for, and without prejudice to any other right or remedy available to the club, the club shall have the further right to terminate this contract subject to the following conditions:

(c) Termination by club during training season.
If this contract is terminated by the club during the training season for any reason other than as stated in (b)(3) above, payment by the club of the player's board, lodging and expense allowance during the training season to the date of termination and of the reasonable traveling expenses of the player to his home city and the expert training and coaching provided by the club to the player during the training season shall be full payment to the player.

(d) Termination by club during playing season.
If this contract is terminated by the club during the playing season, except for the reasons provided in (b)(3)

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above and in (e) below, the player shall be entitled to receive as full payment a sum of money which, when added to the salary which *[he/she]* has already received during the season, will represent the same proportionate amount of the total sum set forth in article 2 as the number of days of the season then past bear to the total number of days of the playing season, plus the reasonable traveling expenses of the player home.

(e) Termination by club based on player disability.
If this contract is terminated by the club by reason of the player's failure to render services due to disability resulting directly from participating in any basketball practice or game for the club after the start of the regular playing season scheduled by the association for the club and written notice of injury is given by the player, as provided, the player shall be entitled to receive compensation computed in accordance with article 5(b).

(f) Termination by club to be based on regulations.
If the club proposes to terminate this contract in accordance with this article 11 the procedure shall be as set forth in the regulations promulgated by the commissioner.

(1) If, however, this contract is claimed by any other club pursuant to waiver, the club agrees that it shall, upon the assignment of this contract to the claiming club, notify the player in writing of the assignment as provided for in article 10 and the player agrees *[he/she]* shall report to the assignee club as provided in article 10.

(2) If the contract is not claimed, the club shall promptly deliver written notice of termination to the player at the expiration of the waiver period.

12. Association fines.The player expressly acknowledges that the commissioner and/or the board of trustees of the association are and may be empowered by present and future provisions of the certificate of incorporation and bylaws and action of the association to impose fines upon the player for causes and in the manner provided in the certificate of incorporation and bylaws. The player promises promptly to pay to the association each and every fine imposed in accordance with the provisions of the certificate of incorporation and bylaws and the action and not to permit any fine to be paid on *[his/her]* behalf by anyone other than the player. The player further authorizes the club to deduct any fines imposed on or assessed against *[him/her]* from *[his/her]* salary payments.

13. Arbitration.In the event of any dispute arising between the player and the club relating to any matter or thing whether or not arising under this contract, or concerning the performance or its interpretation, the dispute shall be determined by arbitration before the commissioner of the association, or a person designated by the commissioner in writing for that purpose, acting as arbitrator. The arbitrator shall determine by whom and in what proportion the cost of arbitration shall be paid. The player and the club grant the arbitrator full power to determine the dispute in any manner as *[he/she]* shall direct, and under the rules of procedure as *[he/she]* shall in *[his/her]* sole discretion adopt, and shall be final, binding and conclusive and may be enforced in any court, state or federal, having competent jurisdiction. Demand for arbitration shall be made by notice in writing given to the other party and to the commissioner of the association. Notwithstanding the above, the club shall have the right in its sole discretion to institute judicial proceedings for the purpose of obtaining an injunction or other equitable relief pursuant to article 14.

14. Injunctive relief.The player represents that *[he/she]* has special, exceptional and unique knowledge, skill and ability as a basketball player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages and agrees that the club shall have the right, in addition to any other

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rights that the club may possess, to enjoin *[him/her]* by appropriate injunction proceedings against playing basketball, or engaging in activities related to basketball for any person, firm, corporation or institution, or injunction against any other breach of this contract.

15. Waiver of claims.The parties to the contract, if involved or affected in any manner whatsoever by a decision of the commissioner and/or arbitrator designated in accordance with article 13 and/or the board of trustees and/or the member clubs, as provided in the bylaws and rules and regulations of the association, do waive and discharge the commissioner individually and in *[his/her]* official capacity, the arbitrator, the association, and every member club and its directors, officers, stockholders or partners, for damages and for any and all claims and demands arising out of the decision.

16. Whole agreement.This agreement contains the entire agreement between the parties and there are no oral or written inducements, promises or agreements except as contained here. No change, termination or attempted waiver of any of the provisions of this contract shall be binding unless in writing and signed by the party against whom it is sought to be enforced and approved by the association as provided in article 4. Article headings as used in this contract are for convenience only and are not part of and shall not be used to interpret any provision of this contract.

17. Governing law.
This contract shall be governed by the laws of *[name of state]*.

18. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision.

In witness, the player has affixed *[his/her]* signature and the club has caused this contract to be executed by its duly authorized officer.

[Name of club]
By:
_____
[Name of authorized representative]
Attested:
_____
[Name of secretary]

[Corporate seal]

_____
[Name of player]
[Address of player]

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