**EMPLOYMENT AGREEMENT**

Employment agreement made *[date of agreement]*, between *[name of club]*, a corporation organized under the laws of *[name of state]*, having its principal office at *[address of club]* ("club"), a member of *[name of league]* (the "national association"), and *[name of player]*, of *[address of player]* ("player").

SECTION ONE. EMPLOYMENT AND TERM

Club employs player as a skilled basketball player for the term of *[number of years]* years from *[date of commencement of term]*, subject, however, to termination, extension, or renewal as specified in this agreement.

SECTION TWO. GENERAL DUTIES OF PLAYER

Player's employment shall include attendance at training camp, playing the games scheduled for the team during the scheduled season of the national association, playing all exhibition games scheduled by the team during and prior to the scheduled season, and playing the playoff games for which player is to receive such additional compensation as is provided by the national association.

SECTION THREE. TRAINING CAMP

Regular players will not be required to attend training camp earlier than *[number of weeks]* weeks prior to the season starting date of the team of which player is a member. Rookies may be required to attend training camp at an earlier date.

SECTION FOUR. EXHIBITION GAMES

A. Exhibition games shall not be played on the *[number of days]* days prior to the opening of a team's regular season schedule nor on a day prior to a regularly scheduled game. Exhibition games during the regularly scheduled season shall not exceed *[number of games]*.

B. For the purpose of this SECTION FOUR, invitational games shall not be considered as exhibition games.

SECTION FIVE. COMPENSATION

A. For player's rendering services under this agreement, and for player's agreement not to play basketball or engage in activities related to basketball for any other person, firm, corporation, institution, or other entity during the term of this agreement, and for the option set forth below in this agreement giving the right to renew this agreement, and for the other undertakings of player under this agreement, club agrees to pay player each year during the term of this agreement $*[dollar amount of annual salary]* in *[number of payments]* equal semi-monthly payments beginning with the first of such payments on *[date of first payment]* of the season above described and continuing with such payments on the first and 15th day of each month until such sum is paid in full.

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B. If club does not qualify for the playoff, the payments due subsequent to the conclusion of the schedule season shall become due and payable immediately after the conclusion of the scheduled season.

## SECTION SIX. BOARD, LODGING, AND TRAVEL EXPENSES

Club shall pay the reasonable board and lodging expenses of player while playing for club in other than club's home city and will pay all proper and necessary expenses of player and player's meals en route.

## SECTION SEVEN. PHYSICAL CONDITION AND PERSONAL CONDUCT

During the term of this agreement player shall report at the time and place fixed by club in good physical condition, keep *[himself/herself]* throughout the entire season in good physical condition, give player's full time and best services, as well as *[his/her]* loyalty, to club, and play basketball only for club unless player is released or player's agreement is sold or exchanged by club, be neat and fully attired in public and always conduct *[himself/herself]* on and off the court according to the highest standards of honesty, morality, fair play, and sportsmanship, and not do anything which is detrimental to the best interest of club or of the national association or of professional sports.

## SECTION EIGHT. RULES OF CLUB

A. Club may from time to time during the continuance of this agreement establish reasonable rules for the governance of its players at home and abroad. Such rules shall be a part of this agreement as fully as if set forth in this agreement in their entirety and shall be binding on player.

B. For violation of such rules or for any conduct impairing the faithful and thorough discharge of the duties incumbent on player, club may impose reasonable fines on player and deduct the amount of such fines from any money due or to become due to player. Club may also suspend player for violation of any rule so established, and during such suspension player shall not be entitled to any compensation under this agreement.

C. When player is fined or suspended, player shall be given written notice, stating the amount of the fine or the duration of the suspension and the reason for such suspension.

## SECTION NINE. PARTICIPATION IN OTHER SPORTS

Player and club recognize and agree that player's participation in other sports may impair or destroy player's ability and skill as a basketball player and player's participation in basketball out of season may result in injury to *[him/her]*. Accordingly, player agrees not to engage in professional boxing or wrestling; and, except with the prior, express, and written consent of club, not to engage in any game or exhibition of basketball, football, hockey, lacrosse, or other athletic sport, under penalty of such fine and suspension as may be imposed by club or the *[title of national officer]* of the national association (the “national officer”).

## SECTION TEN. SUSPENSION FOR POOR PHYSICAL CONDITION

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A. If player, in the judgment of club's physician, is not in good physical condition at the date of player's first scheduled game of the regular playing season scheduled by the national association for club, or if, during such regular playing season, player fails to remain in good physical condition, unless such condition is a direct result of participating in any basketball practice or game for club, club shall have the right to suspend player until such time as, in the judgment of club's physician, player is in sufficiently good physical condition to play skilled basketball.

B. In the event of such suspension, the annual sum payable to player shall be proportionately reduced as the length of the period player is unfit to play skilled basketball bears to the season, but club shall not become obligated to pay hospital and medical expenses, and salary continuation as provided in SECTION ELEVEN of this agreement.

## SECTION ELEVEN. INJURY TO PLAYER

A. If player is injured after the start of the regular playing season scheduled by the national association and the injury was a direct result of participating in any basketball practice or game for club and written notice of such injury is given by player as provided in the following paragraph B, and player's injury renders *[him/her]* unfit to play skilled basketball, then, so long as such unfitness continues, but in no event beyond the playing season during which such injury occurred, club shall pay to player the compensation prescribed in SECTION FIVE of this agreement, less any workers' compensation benefits and any insurance provided for by club, whether paid or payable to player.

B. Player shall give to club's coach, or to club's physician, immediate notice of any injury suffered by *[him/her]*, followed by written notice of such injury within *[number of hours]* hours after such injury occurs. Each such written notice shall state the time, place, cause, and nature of the injury.

C. Should player become injured, as provided in this SECTION ELEVEN, player will on request by club, submit *[himself/herself]* to a medical examination and treatment by a regular physician, in good standing, to be selected by club. Such examination, when made at the request of club, shall be at club's expense, unless made necessary by some act or conduct of player contrary to the terms of this agreement or rules and regulations made under it.

## SECTION TWELVE. INJUNCTIVE RELIEF

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, therefore, agrees that club shall have the right, in addition to any other rights that club may possess, to enjoin player by appropriate injunction proceedings against playing basketball, or engaging in activities related to basketball for any person, firm, corporation, institution, or other entity, or injunction against any other breach of this agreement.

## SECTION THIRTEEN. ASSIGNMENT

A. Club has the right to sell, exchange, assign, and transfer this agreement to any other club of the national association only. Player agrees to accept such assignment and to perform faithfully and carry out this agreement

SAMPLE

with the same force and effect as if it had been entered into by player with the assignee club instead of with club.

B. If player's agreement is sold, exchanged, assigned, or transferred to any other club of the national association only during the schedule season of the national association all reasonable expenses incurred by player in moving *[himself/herself]* and player's family from the home city of club to home city of the club to which such sale, exchange, assignment, or transfer is made, shall be paid by the assignee club. Such assignee club agrees that its acceptance of the assignment of this agreement constitutes agreement on its part to make such payment.

C. If player's agreement is assigned to another club, player shall be promptly notified, by written notice, delivered to player personally or delivered or mailed to player's last-known address. Player shall report to the assignee club within *[number of hours]* hours after such written notice has been personally delivered or received at player's last-known address or within such longer time for reporting as may be specified in such written notice. If player does not report to club to which *[his/her]* agreement has been assigned within the above-stated time limits, player may be suspended by either club and player shall lose the sums that would otherwise be payable to *[him/her]* as long as the suspension lasts.

## SECTION FOURTEEN. FINES

A. Player and club acknowledge that the national officer and the board of *[directors/trustees]* of the national association are and may be empowered by present and future provisions of the certificate of incorporation and bylaws and actions of the national association to impose fines on player or on club for causes and in the manner provided in such certificate of incorporation and bylaws and such action.

B. Player and club, each for *[himself/herself]* and itself, promises promptly to pay to the national association each fine imposed on player or it in accordance with such provisions of the certificate of incorporation and bylaws and such action and not to permit any such fine to be paid on *[his/her]* or its behalf by anyone other than the person or club fined.

C. Player authorizes club to deduct any fines imposed on or assessed against player from *[his/her]* salary payments under this agreement.

## SECTION FIFTEEN. BONUS, BETS, AND BRIBES

A. Club will not pay and player will not accept any bonus or anything of value for winning any particular game of the national association.

B. If the national officer of the national association shall in his or her sole judgment find that player has bet, or has offered or attempted to bet, money or anything of value on the outcome of any game participated in by any club that is a member of the national association or has accepted a bribe or has agreed to “throw” or “fix” a game or, having knowledge of the same, fails to report an offered bribe or an attempt to “throw” or “fix” a game, the national officer shall have the power, in his or her sole discretion, to suspend player indefinitely or to expel *[him/her]* as a player from any member of the national association. The national officer's finding and decision shall be final, binding, conclusive, and unappealable.

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SECTION SIXTEEN. FILING WITH NATIONAL ASSOCIATION

A. This agreement, if not inconsistent with the certificate of incorporation and bylaws of the national association, shall be valid and binding on club and player immediately on its execution.

B. Club shall file a copy of this agreement with the national officer of the national association within *[number of days]* days of the signing of this agreement by player.

C. If pursuant to such certificate of incorporation and bylaws, the national officer disapproves this agreement within *[number of days]* days after its filing in the national officer's office, this agreement shall, upon such disapproval, terminate and be of no further force or effect and club and player shall, upon such disapproval, be relieved of their respective rights and liabilities under this agreement.

SECTION SEVENTEEN. PICTURES OF PLAYER

A. Pictures of player alone or together with others may be taken for still photographs, motion pictures, or television, at such times as club or the national association may designate, and no matter by whom taken, may be used by club or the national association in any manner desired by either of them.

B. All rights in such picture shall belong to club or the national association, as their respective interests may appear.

C. During the playing season, player will not make public appearances, participate in radio or television programs, or permit player's picture to be taken or write or sponsor magazine articles or sponsor commercial products without the prior, express, and written consent of club, which consent shall not be withheld except in the reasonable interests of club.

D. Player shall participate, on request of club, in all other promotional activities of club and the national association.

SECTION EIGHTEEN. INDUCING BREACH OF CONTRACT

A. Player will not, during the term of this agreement, directly or indirectly entice, induce, persuade, or attempt to entice, induce, or persuade any player or coach who is under contract to any member of the national association to enter into negotiations for or relating to player's services as a basketball player or coach. Player shall not negotiate for or contract for such services, except with the prior, express, and written consent of such member of the national association.

B. Breach of this SECTION EIGHTEEN, in addition to the remedies available to club, shall be punishable by fine to be imposed by the national officer of the national association and to be payable to the national association out of any compensation due or to become due to player under this agreement or out of any other monies payable to player as a basketball player. The amount of such fine may be withheld by club and paid over to the national association.

SECTION NINETEEN. TERMINATION BY PLAYER

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A. If club defaults in the payments to player provided for in SECTION FIVE or fails to perform any other material obligation agreed to be performed by club under this agreement, player shall notify both club and the national association in writing of the facts constituting such default or failure.

B. If neither club nor the national association shall cause such default or failure to be remedied within *[number of days]* days after receipt of such written notice, player shall have the right, by a further written notice to club and the national association, to terminate this agreement.

C. On termination of this agreement by player, all obligations of both parties under this agreement shall cease on the date of termination, except the obligation of club to pay player's compensation to such date of termination.

SECTION TWENTY. TERMINATION BY CLUB

A. Club may terminate this agreement on written notice to player, but only after requesting and obtaining waivers of this agreement from all other clubs in the national association if player at any time fails, refuses, or neglects to keep *[himself/herself]* in first-class physical condition; or fails, in the opinion of club's management, to exhibit sufficient skill or competitive ability to qualify to continue as a member of club's team; or fails, refuses, or neglects to render player's services under this agreement or in any other manner materially breaches this agreement.

B. If this agreement is terminated by club during the training season, payment by club of player's board, lodging, and expense allowance during the training season to the date of termination and of the reasonable traveling expenses of player to *[his/her]* home city and the expert training and coaching provided by club to player during the training season shall be full payment to player.

C. If this agreement is terminated by club during the playing season, except in the case provided for in the following paragraph D, player shall be entitled to receive as full payment under this agreement a sum of money which, when added to the salary that player has already received during the season, will represent the same proportionate amount of the total sum set forth in SECTION FIVE as the number of days of the season then passed bear to the total number of days in the playing season, plus the reasonable traveling expense of player to *[his/her]* home.

D. If this agreement is terminated by club because of player's failure to render *[his/her]* services under this agreement due to disability resulting directly from participating in any basketball practice or game for club after the start of the regular playing season scheduled by the national association for club and written notice of such injury is given by player as provided in this agreement, player shall be entitled to receive *[his/her]* full salary for the season in which the injury was sustained, less all workers' compensation payments paid or payable by reason of such injury.

E. If club proposes to terminate this agreement in accordance with paragraph A of this SECTION TWENTY, the procedure shall be as set forth in the regulations promulgated for such termination by the national officer of the national association.

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F. If this agreement is claimed by any other club of the national association, club shall, on the assignment of this agreement to the claiming club, notify player in writing of such assignment as provided for in SECTION THIRTEEN of this agreement and player shall report to assignee club as provided in that section.

G. If this agreement is not claimed by any other club of the national association, club shall promptly deliver written notice of termination to player at the expiration of the waiver.

SECTION TWENTY-ONE. ARBITRATION

A. If any dispute arises between player and club relating to any matter, whether or not arising under this agreement, or concerning the performance or interpretation of this agreement, such dispute shall be determined by arbitration before the national officer of the national association or a person designated by such national officer in writing for such purpose, acting as arbitrator.

B. The arbitrator shall determine by whom and in what proportion the cost of arbitration shall be paid.

C. Player and club grant such arbitrator full power to determine any such dispute in such manner as the arbitrator shall direct, and under such rules of procedure as the arbitrator shall in his or her sole discretion adopt. The arbitrator's decision shall be final, binding, and conclusive and may be enforced in any court, state or federal, having competent jurisdiction.

D. Demand for arbitration under this SECTION TWENTY-ONE shall be made by notice in writing given to the other party and to the national officer of the national association.

E. In spite of the provisions of this section, 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 SECTION TWELVE of this agreement.

SECTION TWENTY-TWO. OPTION TO RENEW

A. On or before the date of the expiration of this agreement, club may, on written notice to player, renew this agreement for the further term of one year following such expiration date on the same terms as are provided by this agreement, except that club may fix the rate of compensation to be paid by club to player during such period of renewal, which compensation shall not be less than *[percentage of amount paid to player]*% of the amount paid by club to player during the preceding season, and except that after such renewal, this agreement shall not include any further option to club to renew the agreement.

B. The term “rate of compensation,” as used in this SECTION TWENTY-TWO, means only the salary as prescribed in SECTION FIVE of this agreement.

SECTION TWENTY-THREE. RETIREMENT OR WITHDRAWAL FROM SPORTS

A. If by reason of player becoming a member of the Armed Forces of the United States or of any other country, or if for any other reason, including, but not limited to, illness or injury not incurred in the performance of services under this agreement, player shall retire or withdraw from professional basketball as a player prior to the

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expiration of the term of this agreement, and subsequently shall return to professional basketball as a player, then the time lapsed between such retirement or withdrawal and such return shall be considered as tolled and the term of this agreement shall be considered as extended for a period of time beginning with such return and ending after a period of time equal to the portion of the term of this agreement that was unexpired at the time of such retirement or withdrawal. The option to renew contained in SECTION TWENTY-TWO of this agreement shall be considered as continuously in effect from the date of this agreement until the end of such extended term.

B. During the period of such retirement or withdrawal, player shall not be entitled to any compensation, expenses, or other payments under this agreement.

SECTION TWENTY-FOUR. WAIVER OF CLAIMS

The parties to this agreement, if involved or affected in any manner whatsoever by a decision of the national officer or the board of trustees or the member clubs of the national association, as provided in the bylaws and rules and regulations of the national association, agree to release the national officer individually and in his or her official capacity and to waive every claim *[he/she]* or they may have against the national officer and the national association, and every member club of the national association and its directors, officers, stockholders, or partners, for damages and all claims and demands arising out of such decision.

SECTION TWENTY-FIVE. NATIONAL ASSOCIATION

Club and player shall be bound by the certificate of incorporation and bylaws of the national association and by all the terms and provisions of such certificate. Copies of such certificate of incorporation and bylaws are and shall remain open and available for inspection by club, its directors, officers, and stockholders, and by player at the main office of the national association and the main office of club.

SECTION TWENTY-SIX. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION TWENTY-SEVEN. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION TWENTY-EIGHT. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of *[name of state]*.

SECTION TWENTY-NINE. NO WAIVER

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The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION THIRTY. ATTORNEY'S FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

SECTION THIRTY-ONE. SEVERABILITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION THIRTY-TWO. SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION THIRTY-THREE. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

The parties have executed this agreement at *[place of execution]* the day and year first set forth above.

*[Name of club]*
By:

_____
*[Name of officer of club]*
*[Title of officer of club]*

_____
*[Name of player]*

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