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. TERM

The term of this agreement shall be from the date of this agreement stated above until the first day of *[name of month]* following the close of the football season commencing in *[identification of year]*, subject, however, to right of prior termination as specified in this agreement.

SECTION TWO. EMPLOYMENT OF ATHLETE

Club, subject to the provisions of this agreement, agrees during the period specified in SECTION ONE to employ player as a skilled football player, and player accepts such employment on the terms set forth in this agreement.

SECTION THREE. GENERAL DUTIES OF PLAYER

A. Player agrees that during the term of this agreement player will play football and will engage in activities related to football only for the club and as directed by the club according to the constitution, bylaws, rules, and regulations of the national association and of the club.

B. During the term of this agreement, player shall report promptly for club's training sessions, render player's full-time services during the training seasons, and at club's direction, participate in all practice sessions and in all national association and other football games scheduled by club.

SECTION FOUR. COMPENSATION

In consideration of player's services as a skilled football player during the term of this agreement, and for player's agreement not to play football or engage in activities related to football for any other person, firm, corporation, institution, or other entity during the term of this agreement, and for the option set forth below giving club the right to renew this agreement, and for the other undertakings of player in this agreement, club promises to pay player each football season during the term of this agreement, subject to the provisions of SECTION ELEVEN, $*[dollar amount of salary per season]* to be payable as follows: *[Percentage of salary]*% of such salary in equal semi-monthly installments, commencing with the first regularly scheduled national association game played by club during each season and continuing each subsequent semi-monthly period; the balance of *[percentage of salary]*% of such salary shall be paid on the day of the last regularly scheduled national association game.

SECTION FIVE. BOARD, LODGING, AND TRAVEL EXPENSES

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

SECTION SIX. PRORATING OF COMPENSATION

If either this agreement is executed or player reports for play and subsequently is placed on the active list of club after club has played one or more regularly scheduled championship games in the applicable season, the obligation of club to pay player the salary prescribed in SECTION FOUR shall be reduced in the proportion that the number of such games already played by club bears to the total number of regular championship games to be played by club in the applicable season.

SECTION SEVEN. RULES OF NATIONAL ASSOCIATION AND CLUB

A. Player shall at all times comply with and be bound by all the provisions of the constitution, bylaws, rules, and regulations of the national association and of club, all of which are made a part of this agreement.

B. If player fails to comply with such constitution, bylaws, rules, and regulations, club shall have the right to terminate this agreement or to take such other action as may be specified in such constitution, bylaws, rules, and regulations, or as may be directed by the *[title of officer of league]* of the national association (the "national officer").

C. Player shall submit to the discipline of the national association and of club for any violation of such constitution, bylaws, rules, and regulations, subject, however, to the right of a hearing by the national officer.

D. All matters in dispute between player and club shall be referred to the national officer, whose decision in the matter shall be accepted as final, complete, conclusive, binding, and unappealable, by player and by club.

E. Player waives any right of action against the national officer, the national association, club or any of its members or stockholders, and against any officer of club or of the national association arising out of or in connection with decisions of the national officer, except to the extent of awards made by the national officer to player.

F. Player acknowledges that player has read such constitution, bylaws, rules, and regulations and that player understands their meaning.

SECTION EIGHT. OTHER EMPLOYMENT

A. During the term of this agreement, player will not play football or engage in activities related to football for any other person, firm, corporation, institution, or other entity except with the prior, express, and written consent of club and the national officer.

B. During the term of this agreement, player will not engage in any game or exhibition of baseball, basketball, hockey, wrestling, boxing, or any other sport that may endanger player's ability to perform the services under this agreement, without the prior, express, and written consent of club.

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SECTION NINE. INVITATIONAL GAMES

If player shall receive an invitation to participate in any invitational football game that is approved by the national association, during the term of this agreement, player will play in such game in accordance with all the terms and conditions relating to such game, including the compensation set forth in such terms and conditions, as are agreed to between the national association and the sponsor of such game.

SECTION TEN. PHYSICAL CONDITION

A. Player represents and warrants that player is and will continue to be sufficiently highly skilled in all types of football team play, to play professional football of the caliber required by the national association and by club, and that player is and will continue to be in excellent physical condition, and agrees to perform player's services under this agreement to the complete satisfaction of club and its head coach.

B. If, in the opinion of the head coach, player does not maintain himself in excellent physical condition or fails at any time during the football seasons included in the term of this agreement to demonstrate sufficient skill and capacity to play professional football of the caliber required by the national association and by club, or if, in the opinion of the head coach, player's work or conduct in the performance of this agreement is unsatisfactory as compared with the work and conduct of other members of club's squad of players, club shall have the right to terminate this agreement on written notice to player of such termination.

SECTION ELEVEN. PAYMENT ON TERMINATION

On termination of this agreement, club shall pay player only the balance remaining due player for traveling, board, and lodging expenses, and any balance remaining due player for football seasons completed prior to termination, and, if termination takes place during a football season, any balance remaining due player on that portion of player's total compensation for that season as provided in SECTION FOUR which the number of regularly scheduled national association games already played by the club during that season bears to the total number of national association games scheduled for the club for that season.

SECTION TWELVE. INJUNCTIVE RELIEF

Player represents that player has special, exceptional, and unique knowledge, skill, and ability as a football 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 football or engaging in activities related to football for any person, firm, corporation, institution, or other entity and against any other breach of this agreement.

SECTION THIRTEEN. ASSIGNMENT

A. Club shall have the right to sell, exchange, assign, and transfer this agreement and player's services to any other club of the national association.

SAMPLE

B. Player shall accept such assignment and report promptly to the assignee club and faithfully perform and carry out this agreement with the assignee club as if it had been entered into by player with the assignee club instead of with club.

SECTION FOURTEEN. OPTION TO RENEW

A. On or before the day of expiration of this agreement, club may, on written notice to player, renew this agreement for a further term until the first day of *[name of month]* following such expiration on the same terms as are provided by this agreement, except that (1) 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 (2) after such renewal this agreement shall not include a further option to club to renew the agreement.

B. The phrase "rate of compensation," as used in this SECTION FOURTEEN, shall not be understood to include bonus payments or payment of any nature other than the precise sum set forth in SECTION FOUR.

SECTION FIFTEEN. BRIBES AND BETS

A. Player acknowledges the right and power of the national officer of the national association (1) to fine and suspend, (2) to fine and suspend for life indefinitely, or (3) to cancel the agreement of, any player who accepts a bribe or who agrees to throw or fix a game or who, having knowledge of such bribe or agreement, fails to report an offered bribe or an attempt to throw or fix a game, or who bets on a game, or who is guilty of any conduct detrimental to the welfare of the national association or of national football.

B. Player releases the national officer of the national association, individually and in his or her official capacity, and also the national association and every club and every officer, director, and stockholder of the national association and of every club of the national association, jointly, and severally, from all claims and demands for damages and every claim and demand player may have arising out of or in connection with the decision of such national officer of the national association in any of the above-stated cases.

SECTION SIXTEEN. REIMBURSEMENT FOR WORKERS' COMPENSATION

Any payments made under this agreement to the player for a period during which player is entitled to workers' compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability shall be deemed an advance payment of compensation benefits due player, and club shall be entitled to be reimbursed the amounts of such advances out of any award of compensation.

SECTION SEVENTEEN. 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 EIGHTEEN. MODIFICATION OF AGREEMENT

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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 NINETEEN. FILING WITH NATIONAL OFFICER

A. This agreement shall be valid and binding on the parties to this agreement immediately upon its execution. A copy of the agreement shall be filed by club with the national officer within *[number of days]* days after execution.

B. The national officer shall have the right to terminate this agreement by his or her disapproval of this agreement within *[number of days]* days after its filing in the national officer's office. Such action by the national officer shall be exercised in accordance with the power vested in the national officer by the constitution and bylaws of the national association. In such event, the national officer shall give both parties written notice of such termination, and upon such notice, both parties shall be relieved of their respective rights, duties, obligations, and liabilities under this agreement.

SECTION TWENTY. INJURIES TO PLAYER

A. If player is injured in the performance of player's services under this agreement, and the player gives written notice to the club physician of such injury within *[number of hours]* hours of its occurrence, the club will:

1. provide, during the term of this agreement, such medical or hospital care as in the opinion of the club physician may be necessary; and

2. continue during the term of this agreement to pay player player's salary as provided in SECTION FOUR, if and so long as it is the opinion of the club physician that player, because of such injury, is unable to perform the services required of player by this agreement.

B. Player may, within *[number of hours]* hours after player's examination by the club physician, submit at player's own expense to an examination by a physician of player's choice. If the opinion of such physician with respect to player's ability to render the services required of player by this agreement is contrary to that of the club physician, the dispute shall be submitted to a disinterested physician to be selected by the club physician and player's physician or, if they are unable to agree, by the national officer of the national association, and the opinion of such disinterested physician shall be conclusive and binding on player and club.

C. Except as provided in this section, player's failure to perform the services required of player by this agreement shall entitle club, at its option, to terminate player's salary or to terminate this agreement as provided in SECTION TEN.

D. If player is injured in the performance of player's services under this agreement, this agreement shall remain in full force and effect despite the fact that player, following injury, is either carried by club on its reserve list or is waived out as an injured player while injured. When player is again physically able to perform player's services under this agreement, club shall have the right to activate player, and player shall be obligated to perform player's services in accordance with the terms of this agreement.

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SECTION TWENTY-ONE. TEMPORARY RETIREMENT FROM SPORTS

A. Should player become a member of the armed forces of the United States or retire from football prior to the expiration of this agreement or any option contained in this agreement, and subsequently be released from the armed forces of the United States or return to professional football, then and in either event, the time elapsed between player's induction into and discharge from the armed forces of the United States, or between player's retiring from and player's return to professional football, shall be considered as tolled, and the term of this agreement shall be considered as extended for a period beginning with the player's release from the armed forces of the United States or player's return to professional football, as the case may be, and ending after a period of time equal to the portion of the term of this agreement that was unexpired at the time the player entered the armed forces of the United States or retired from professional football.

B. The option contained in this section shall be considered as continuously in effect from the effective date of this agreement until the end of such extended term.

SECTION TWENTY-TWO. 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-THREE. NO WAIVER

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 TWENTY-FOUR. 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 TWENTY-FIVE. SEVERABILITY

The invalidity of any portion of this agreement 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 TWENTY-SIX. SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to

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explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION TWENTY-SEVEN. NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TWENTY-EIGHT. 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 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]

[Attachment of copy of constitution, bylaws, rules and regulations of national association and of club].

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