

The New League, Inc.

1975

Player's Contract

1. Parties and Consideration.

This Contract is between _____,
(a _____ corporation (Partnership)) (Limited Partnership), hereinafter called "Club", which Club operates under the name and style of _____ and which Club is a member of The New League, Inc., dba World Football League (hereafter "League"), and _____, (hereafter "Player"). Consideration for this Contract includes the mutual promises, and performance rendered and to be rendered in accordance with those promises, as set forth below, and pursuant to this consideration, the parties agree as follows:

2. Definitions.

2.1 League.

The New League, Inc., dba World Football League (League) is a non-profit corporation of which the Club is a member.

2.2 Player.

A player is a football player, who represents that he is capable of playing Major League football and who, by executing this Contract, agrees to play football exclusively with Club.

2.3 League By-Laws, Plan of Operations, Playing Rules and Operating Rules.

The League By-Laws, Plan of Operations, Playing Rules and Operating Rules are those adopted, and from time to time amended, by the League.

2.4 Club Rules.

Club rules are those adopted, and from time to time amended by each individual Club.

2.5 Contract.

The Contract referred to is this Contract, and any written additions or addendums specifically incorporated herein, of which there are three copies: The League's information copy, Club's copy and Player's copy. If there is any discrepancy between or among the copies, League's copy shall control.

2.6 Contract Year.

Contract Year is the twelve consecutive month period from April 1 to March 31 each year during the term of this Contract.

2.7 Regular Season.

Regular Season is that period of time in the Contract Year during which League Clubs play regular season games and this definition specifically excludes exhibition and play-off games.

2.8 Club Net Revenue.

a. For purposes of determining Player's per centum compensation, if any, to be paid under this Contract, "Club Net Revenue" shall mean Club's share of net gate receipts from home and away regular season games, and net receipts to the Club from the sale of local and national radio and television rights, less applicable taxes.

b. Club agrees to deposit Player's share of Club Net Revenue into its player payroll account. In addition, within ninety (90) days after the completion of the League Championship Game, Club agrees to obtain an audit, by a nationally recognized independent certified public accountant following normally accepted accounting practices, of its Club Net Revenue. The results of this audit shall be available for inspection by Player, or a representative designated by him in writing, at the Club office during reasonable business hours.

Player _____

(Club) _____

By _____

PLAYER

2.9 Payroll Deductions.

Payroll Deductions shall mean employee payroll taxes, dues, fines, check-offs and the cost of all employee benefits except group medical and life insurance which shall be paid by the Club.

2.10 Effective Date.

- a. This contract becomes effective immediately on signing by Player and Club's authorized representative.

3. Compensation.

Compensation to Player shall be for all services he provides hereunder including practice sessions and scrimmages, as well as exhibition, regular season and League playoff games as provided in the addendum attached hereto and made a part hereof.

4. Employment and Services.

Club employs Player as a major league football player, and Player accepts such employment and agrees to perform to the best of his ability and provide, by way of illustration and not limitation, the following services:

4.1 To report to Club in good physical condition and training at the time and place fixed by Club.

4.2 To play and participate in, to the best of his ability, all practice sessions, scrimmages, exhibition, League playoff, and other games as scheduled by or for Club.

4.3 To comply with and be bound by League By-Laws, Plan of Operations, Playing Rules, Operating Rules, Club Rules and decisions of the League President, and to submit to discipline of the League and Club for any violation thereof.

4.4 To stay in the best physical condition possible during the Season.

4.5 To give his loyalty to the League and Club and to participate in their promotions and publicity and to cooperate with their football and business activities.

4.6 If invited, and if physically able, to play and participate in, to the best of his ability, any all-star games sponsored by the League, in accordance with the terms and player compensation established for such games.

4.7 When requested by the League or Club, to submit himself, at a mutually convenient time and place, for medical examination to be conducted by a physician selected by the League or Club. The League or Club will pay all expenses connected with such examination.

5. Publicity.

5.1 Player grants and assigns to Club the nonexclusive right to take his picture, alone or with others, to use his name, initials, likeness, signature, facsimile and biographical sketch in connection with any matter associated with Club's or League's promotion or publicity. These items granted and assigned shall hereafter be called "intangible property." This intangible property shall include radio and television commercials involving Player, which are for the purpose of promoting Club or League.

5.2 Speaking engagements, individual endorsements of commercial products, newspaper and radio and television interviews are hereby excluded from the definition of intangible property, and money paid to Player for such services shall belong to Player. Player agrees, however, not to engage in promotional activities or publicity which would conflict with those of the Club or League.

6. Exclusivity.

6.1 Player will not play football, nor engage in activities related to football, for any entity other than Club and will not, without Club's prior written consent, engage in any other professional sport. Neither the Club's nor the League's knowledge of a violation of this clause shall be deemed consent thereto. Player will not participate in any football game other than with Club or one sponsored by the League, unless such game is first approved by the League.

6.2 Player has represented to Club, and agrees that he has unique skill, experience, knowledge, and ability, all of which contribute to his being an exceptional major league football player. Player acknowledges that the services he will perform under this Contract cannot be replaced or duplicated by the services of any other player. In addition, he acknowledges that should Club lose his services by any breach or threatened breach of this Contract, or any other agreement with the Player, Club cannot properly or adequately be compensated for his loss by the mere payment of money. Player agrees, therefore, that in the event of a breach or threatened breach of this Contract by Player, Club or its assignees in addition to any other remedies that may be available to them judicially or by way of arbitration, shall have the right to obtain from any competent court or arbitrator a decree enjoining any further breach of this Contract, and enjoining the Player from playing football for any other entity during the term of this Contract or any extension or renewal hereof.

Player _____

(Club)

By _____

7. Physical Condition; Injury.

7.1 If Player, in the judgment of Club's physician, is not in appropriate physical condition at the commencement of the Season, or if, during the Season Player fails to remain in appropriate physical condition, unless such condition results directly from performance under this Contract, so as to render Player in the judgment of Club's physician, unfit to play football, Club shall have the right to suspend Player until such time as, in the judgment of Club's physician, Player is in condition to play skilled football. On any such suspension, the compensation payable to Player shall be proportionately reduced as the length of the period of disability during which, in the judgment of the Club's physician the Player is not fit to play bears to the League Season.

7.2 If Player suffers any injury in any practice or game for Club, and this injury renders, in the judgment of Club's physician, Player unfit to play for the balance of the season or any part thereof, then during such time Player is so unfit, Club shall pay Player in accordance with the provisions of its injured reserve account, less any workmen's compensation benefits or insurance proceeds provided through League, whether paid or payable to Player, and Player releases Club from any and every additional obligation, liability, claim or demand. Notwithstanding the above, if Player is injured in any practice or game played by Club, this Contract shall remain in full force and effect in spite of the fact that Player, following injury, is carried by Club on its Active, Alternate or Reserve list. When such Player is, in the opinion of the Club's physician, again physically able to perform his services under this Contract, Club shall have the right to activate Player, and Player shall be obligated to perform the services promised hereunder.

7.3 In any situation arising under Paragraph 7.1 or 7.2 above, or if Player is released for physical condition or medical reasons under Paragraph 12 below, Player has the right, at any time within thirty (30) days from the occurrence of the event complained of, to have himself examined by a physician of his choice. If this physician finds, and delivers a written opinion, that Player is unable, solely as a direct result of an injury suffered while participating in any practice or game played for Club, to perform the services required of him, this finding shall be delivered to Club. If Club does not agree with this medical finding, the Club's physicians and the Player's physician shall refer the matter to a neutral physician, operating in the field commonly known as specializing in treatment of the injury of which Player complains. If the Club's and Player's physicians are unable to agree on a neutral physician, the League President shall appoint one from a list of at least three (3) physicians provided to him jointly by Club's and Player's physician. The decision of the neutral physician, however selected, shall be binding on Club and Player. The cost of the examination and treatment by or at the request of the neutral physician shall be shared equally between Club and Player.

7.4 Player's death shall automatically terminate this contract.

8. Gambling.

If the League President shall, in his 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 which is a member of the League, the President shall have the power, in his sole discretion, to suspend without pay and/or fine the Player, and the President's finding and decision shall be binding and conclusive. Player hereby releases the President and waives every claim he may have against the President and/or the League, and against every Club in the League, and against every director, officer or stockholder of every Club in the League, for damages and for all claims and demands arising out of or in connection with the decision of a gambling matter by the President.

9. Drugs.

Player warrants that at no time during the term of this Contract will he use any drugs unless prescribed for him by a licensed physician. Player agrees that the President shall have the sole power and discretion to suspend, terminate, and/or fine Player from violation of this Paragraph, and the President's finding and decision shall be binding and conclusive on all parties. Player hereby releases the President and waives every claim he may have against the President and/or the League and against Club and every director, officer, or stockholder or a Club, for damages and for all claims and demands arising out of, or in connection with, the decision of this matter by the President.

10. Confidential Agreement.

Player agrees with Club that no information regarding the existence or the terms and conditions of this Contract shall be released to any third party without the mutual consent of both.

11. Deductions.

Player hereby authorizes Club to deduct from payments due him hereunder amounts required for Player's income tax, and other lawfully required withholdings. Player agrees to promptly pay any Club or League fine levied against him, either in cash or by deduction from any payment due him hereunder.

12. Standards of Performance.

Player understands that he is competing with other players for positions on Club's roster and that the number of players on the roster is limited by League rules and practical necessity. If, at any time during the term of this Contract, in the sole opinion of Club, Player's skill, performance, physical condition, or conduct is not sufficient to enable him to stay on Club's active roster, or within some other League authorized numerical limit, Club shall have the right to terminate this Contract. Upon any such termination Club shall be liable to Player only for accrued expenses due him and that part of the compensation due him hereunder which the number of regular season games already played by Club during the Season of the termination bears to the total number of regular season games for that Season scheduled for Club.

Player _____

(Club)

By _____

13. Presidential, and Other Actions.

Player understands that he, Club, or this Contract might be affected by a decision of the League President, or Board of Governors. Player hereby releases and discharges the President, League, each Club in the League, each officer, director, shareholder, owner or partner of any Club and each employee or representative of the League or of any Club, jointly and severally, individually and in their official capacities, from and of any and all claims, demands, damages, causes of action, or suits, arising out of or in connection with any decision of the President, or of the Board on any matter within their jurisdiction.

14. Arbitration.

14.1 Any dispute or controversy arising under, out of or in connection with Paragraphs 3, 4 and 5 of this Contract shall be held within Club's Territory before an arbitrator acceptable to both parties. If Club and Player are unable to agree on an arbitrator within 10 days after either party requests arbitration, the American Arbitration Association shall be requested by either party to submit a list of arbitrators from which the arbitrator shall be selected by agreement between Club and Player. If the parties still fail to agree on an arbitrator, they will then request the American Arbitration Association to appoint an arbitrator.

14.2 The cost of arbitration shall be shared equally by Player and Club. Player and Club hereby grant such arbitrator full power to determine their dispute in such manner as he shall direct, and under such rules of procedure as he shall in his sole discretion adopt, and his award shall be final, binding and conclusive and may be enforced in any court having competent jurisdiction.

14.3 Demand for arbitration hereunder shall be forever barred unless made within sixty (60) days from the date when the alleged dispute arose, and shall be made by notice in writing given to the other party.

15. Term, Termination and Extension.

15.1 This Contract shall begin on its effective date, and will terminate on March 31, 1976.

15.2 Club may terminate this Contract at any time that Player fails to perform the services or comply with the agreements he has made under paragraphs 4 and 12 above, or any other paragraph of this Contract and, on such termination, Player's sole remedy shall be payment of his compensation accrued to the date of such termination.

15.3 Club shall have the option to extend the term of this Contract beyond that set out in Paragraph 15.1 above, for any additional one year period, on the following conditions:

15.3.1 Club may exercise this option at any time prior to March 31 of the final Contract Year by giving written notice to Player of intent to exercise the option. Giving such notice shall automatically bind Player under the terms of this Paragraph 15.3, and the term of this Contract shall automatically be extended for one (1) additional Contract Year.

15.3.2 All terms and conditions of this Contract, except for salary and termination date and procedures, shall remain in effect for the option year.

15.3.3 This shall be a single option, for one year only. If Player and Club do not enter into a new contract and its one year option, neither Player nor Club shall have any further right or obligation to further extend the term hereof.

15.3.4 Player's compensation during the option year shall be determined in accordance with this subparagraph 15.3.4. On exercise of this option Player and Club agree to make a good faith effort to agree on Player's compensation for the option year. If, however, they are unable to agree by May 1 of the option year, the following procedure shall automatically control:

15.3.4.1 On or before May 10 of the option year, Player and Club shall each submit to the President's Office one compensation figure, together with any reasons each might have on the fairness of the proposed compensation.

15.3.4.2 The President shall submit each party's offer, together with supporting data, to an arbitrator selected in accordance with Paragraph 14.1 above. The arbitrator so selected must choose either the compensation figure submitted by Player, or the compensation figure submitted by Club. The decision shall be made on the basis of the material submitted to him, or he may, in his sole discretion, hold a hearing. The arbitrator's decision regarding compensation shall be final, binding and conclusive and may be enforced in any court having competent jurisdiction. The cost of arbitration shall be shared equally by Player and Club.

15.4 If Player becomes a member of the armed forces of any country, or retires or withdraws from playing professional football prior to the termination of this Contract, and within three (3) years thereof returns to professional football as a player, then the time elapsed between such retirement or withdrawal and such return 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 Contract which was unexpired at the time of such retirement or withdrawal. In addition, the renewal option of paragraph 15.3 above contained herein shall be considered as continuously in effect from the date of this Contract until the end of such extended term. During the period of such retirement or withdrawal, Player shall not be entitled to any compensation, expenses or other payments under this Contract.

16. Transferability of Contract.

16.1 Club shall have the right to sell, assign, trade and transfer this Contract to another Club in the League, and Player agrees to accept and be bound by such sale, exchange, assignment or transfer and to report promptly to his new Club, and to faithfully perform and carry out his obligations under this Contract as if it had been entered into between Player and the new Club.

Player _____

(Club)

By _____

16.2 If this Contract is assigned, Club shall immediately send notice to Player of the name and address of the Club to which he has been assigned, and specify the time and place of reporting to such Club. If Player fails to report to such other Club, he may be suspended by such other Club and no compensation shall be payable to Player during the period of such suspension.

17. Miscellaneous and Procedural.

17.1 Any notice required or permitted to be given under this Contract shall be sufficient if in writing, sent by certified mail, return receipt requested, to Player's resident or any other address he notices to Club, or to Club's office.

17.2 This Contract contains the entire understanding between the parties and it cannot be terminated or changed orally.

17.3 This Contract shall be governed and construed according to the laws of THE STATE OF

17.4 Waiver by Club or the League of any breach by Player of this Contract shall not be construed as a waiver of any other breach.

17.5 Player represents to Club that he is not under contract or option to play football for any professional football organization for any period of time which conflicts with this Contract, and that he is not a party to any contract which prevents him from signing or performing under this Contract.

17.6 This Contract shall be binding upon Club only when executed by Club's president, operating vice president or other agent having written authorization.

17.7 This Contract incorporates, by this reference, the League By-Laws and League Plan of Operations, as they are from time to time amended, and is subject to and governed by them.

17.8 This Agreement is personal to Player and neither it, nor any rights nor payments due hereunder, may be subdivided, assigned, pledged, or used as collateral. Player may not assign any payments or other benefits due under this Contract, except by operation of law. Club may not pledge, mortgage, hypothecate or use as collateral this Contract, and any attempt to do so is void.

CLUB AND PLAYER ACKNOWLEDGE THAT THEY HAVE EACH READ THIS CONTRACT, AND THAT, BY SIGNING BELOW, DESIRE TO MAKE IT EFFECTIVE IN ACCORDANCE WITH PARAGRAPH 2.10 ABOVE.

Date _____ Date _____

Club Player

By: _____
(Player's address)

By: _____