

1. PARTIES AND CONSIDERATION

This contract is between THE MICHIGAN PANTHERS lub). a (Corporation), (Limited Partnership), (Partnership), (Sole Proprietorship), a member of the United States Football League, playing football as the "_____MICHIGAN_PANTHERS____; David Greenwood

(Player). The consideration for this contract includes the mutual promises, and performance rendered and to be rendered in accordance with those promises, as set forth below.

2. **DEFINITIONS**

League

The United States Football League (the League) is a non-profit association of which the Club is a member

The Club is the United States Football League Franchise holder which operates a United States Football League football team in a designated territory.

Player

Player is a football Player who represents that he is capable of playing football at the level acceptable to the United States Football League and who, by executing this Contract, agrees to play football solely and exclusively within the United States Football League.

Regular Season

Regular season is that period of time in the Contract Term during which the League Clubs play regular season games and specifically excludes scrimmage, exhibition, play-off, and all-star games.

Accredited Year

Player shall gain an accredited year for each year during the regular United States Football League season in which Player is on the active roster of a United States Football League Club for at least five (5) regular season games.

Veteran Player

A Veteran Player is any Player who has gained at least one (1) accredited season in the United States Football League.

Vested Veteran Player

A Vested Veteran Player is any Player who has gained at least three (3) accredited seasons in the United States Football League.

League By-Laws, Playing Rules and Operating Rules The League by-laws, playing rules and operating rules are those adopted, and from time to time amended, by the League.

Club Rules

Club rules are those adopted, and from time to time amended, by each United States Football League Club.

2.10 Contract

The Contract referred to is this Contract, of which there are three (3) copies: The League's copy, Club's copy and Player's copy. (Player's copy shall be executed by the League Commissioner and returned to Player, but the Contract shall nevertheless be binding upon Player and Club from the date of signature by Player and Club, unless modified in accord with paragraph 2.12). If there is any discrepancy between or among the copies, the copy on file in the League Office

2.11 Contract Year

Contract Year is the twelve (12) consecutive month period from December 1 to November 30 each year during the term of this Contract. If this Contract is signed after December 1, the contract year shall be defined as the period from the date of execution of the Contract until the following November 30.

2.12 Effective Date

This Contract shall be effective when it is signed by Club and Player. In order to preserve the integrity of the League by-laws, operating rules, playing rules and the authority of the Commissioner's office, the Commissioner or any person duly authorized by the Commissioner shall have the right to approve or disapprove this Contract within ten (10) days after receipt in the Commissioner's office. If the Commissioner or any person duly authorized by the Commissioner disapproves this Contract, neither Club nor Player shall thereafter have any obligation under this Contract. Failure to act within the aforesaid ten (10) day period shall be deemed approval.

TERM

This Contract covers one (1) football season, and will begin on the date of waxecution or December 1, 19 85, whichever is later, and end on November 30, 19 86, unless extended, terminated, or renewed as specified elsewhere in this Contract.

4. EMPLOYMENT AND SERVICES

Club employs Player as a skilled professional 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:

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8. PHYSICAL CONDITION; INJURY; DEATH

Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination(s) by the Club physician at any time upon Club request, 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 Club physician about any such condition. Player recognizes and agrees that an integral part of any physical examination which he agrees to undergo at any time shall include, but not be limited to, any appropriate chemical tests of his blood, urine or other bodily fluid or substance. If Player, in the sole judgment of Club's physician, is not in appropriate physical condition to play professional football at any time during the term of this Contract (unless such condition results directly from performance under this Contract), Club shall have the right to either suspend Player without pay or to terminate this Contract. Further, if Player fails to take the requested physical examination or to make the required full and complete disclosure and good faith responses to Club physician, then Club may also suspend Player without pay or terminate this Contract. Player does hereby waive the traditional confidentiality between physician and patient insofar as hereby authorizing physician, as agent of Club, to disclose to Club any and all conditions of Player observed by physician which physician or Club consider relevant to the well-being of Player, Club and/or League.

8.2 If Player is injured as a result of playing football for Club, either during any practice session called by Club or any League scheduled regular season, play-off, or all-star game, and reports such injury to Club physician or trainer within twenty-four (24) hours, Player will receive such medical and hospital care during the term provided herein as Club physician may deem necessary. Club will pay Player's hospitalization and medical expenses necessarily incurred or arising from the injury sustained provided the hospital and doctors are selected by Club; the Club's obligation to pay such expenses shall continue until such time as Club's physician certifies in writing that Player has sufficiently recovered from the injury to play football or the 1st day of January in the year following the year in which the injury occurred, whichever event shall first occur; and Player hereby relieves Club from any and every additional obligation, liability, claim or demand whatsoever in connection with the injury.

8.3 If Player is injured in the performance of his services under this contract after he has been named to the official regular season roster or Player is a Veteran Player as is defined hereinabove and Player reports such injury to Club physician or trainer within twenty-four (24) hours, Club shall pay, in addition to the expenses as set forth in 8.2, above, compensation provided for in paragraph 6.1A so long as Player is physically unable to resume his duties hereunder, but in no event shall this obligation extend beyond the Contract year in which Player is injured. Player releases the team from any and all other liabilities or claims for damages arising from any such injuries. During the period of time which the Club physician certifies that Player is unable to physically resume his duties, this Contract shall remain in effect.

When, in the Club physician's opinion, Player is able to resume his duties hereunder, Club, in its sole discretion, may elect either to retain Player under this Contract or to terminate this Contract with no further obligation to Player.

Any compensation paid to Player under Paragraph 8.3, above, shall be reduced by any Workmen's Compensation benefits or insurance proceeds provided through Club or League which are payable to Player, and if any such compensation is advanced by Club, Player shall refund such advance out of amounts received from Workmen's Compensation or insurance benefits.

If Player has any dispute with any findings by Club's physician, he shall have the right to seek, at his own cost, within thirty (30) days, the opinion of his own licensed medical physician. After Player submits said opinion to Club's physician, within said thirty (30) day period, if any dispute still exists, any and all issues shall be submitted to arbitration as set forth in Paragraph 15, below.

Player's death at any time shall automatically terminate this Contract. If Player's death occurs as the direct result of the performance of his services under this Contract, the unpaid balance of any 6.1A compensation for the entire Contract year shall be paid to his stated beneficiary or to his estate.

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. If, at any time during the term of this Contract, in the sole opinion of Club, Player's services are no longer desired by Club for any reason whatsoever, Club shall have the right either to assign this Contract to another Club in the United States Football League or to terminate this Contract. Upon assignment or termination by Club, Player will promptly

To play and participate in, to the best of his ability, all practice sessions, scrimmages, exhibition games, regular season League games, play-off games, championship games, and other games scheduled by the League or Club including pre-season, post-season or all-star games.

To comply with and be bound by League by-laws, operating rules, playing rules, Club rules and decisions of the League Commissioner, and to submit to discipline of the League and Club for any violation thereof.

- To stay in the best physical condition at all times during the term of this Contract.
- 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.

5. PUBLICITY

Player grants and assigns to Club, League or any League-designated entity the non-exclusive right to use 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, League's or any League-designated entity's business for publicity and promotional purposes of any and all types, including, but not limited to films, photographs, video tapes, personal interviews, or written media of any kind for periods during and indefinitely following the term of this Contract. Player recognizes and agrees that it is in the best interests of Club, League and any League-designated entity to utilize all types of publicity in seeking recognition of Player, Club and the League in the development of commercial products and Player hereby grants to Club, League or any League-designated entity the authority to use his name, picture or likeness for all commercial purposes and hereby waives any claim to any revenues received by Club, League and any League-designated entities as a consequence thereof. Player agrees to cooperate with all types of news and sports media and will participate upon request in reasonable promotional activities of Club or League. Club, League or any League-designated entity has the right to take the picture of Player and Player will make himself available for that purpose.

5.2 Player is in no way prohibited from receiving fees paid to Player for any personal speaking engagements, appearances or interviews generated by himself which shall not conflict with any obligation

6. COMPENSATION

6.1 For the performance of Player's services and all other promises of Player, Club will pay Player the following compensation:

235,000 for the regular League season, divided into units of pay equaling the number of scheduled regular season

League games payable as provided in 6.2, below

- B. If this Contract is executed or Player is activated after the start of Club's official League schedule, the 6.1A units of compensation payable to Player will be reduced proportionately and Player will be paid only for those game units of his 6.1A compensation after he is activated. If this Contract is terminated after the start of Club's official League schedule, the 6.1A compensation payable to Player will be reduced proportionately and Player will be paid only for those game units of his 6.1A compensation up to the time of termination. The pro rata adjustment shall be made on the basis of games the Player is on the official Club roster as related to the total number of regular season games, and the amount payable shall be allocated and paid as set forth in 6.2.
- Club shall additionally pay such compensation as may be earned by Player as is set forth in Paragraph 23 (additional provisions) which is incorporated herein by reference.
- The compensation listed in 6.1A and modified by 6.1B above shall be paid either by Method A or Method B. (Please check agreed
 - Sixty (60%) per cent of each 6.1A game unit compensa-☐ A. i. tion shall be paid to Player within two (2) weeks following each game.
 - ii. The remaining forty (40%) per cent of earned 6.1A game unit compensation shall be paid to Player in six (6) equal, monthly installments commencing August 1 of the current Contract year in accord with officially designated League policy with any interest earned on the Player's

earned game compensation credited to the Player.

XXB. One hundred (100%) per cent of each 6.1A game unit compensation shall be paid to Player within two (2) weeks following each game.

C. It is understood and agreed by Player that Player must be a member of the official Club regular season roster to earn any portion of the 6.1A compensation as modified by 6.1B.

The compensation listed in 6.1C shall be paid within thirty (30) days

following the League's Championship Game.

In addition, Club shall furnish Player with reasonable lodging and meals during official Club training camps and shall pay the Player Five (\$5.00) Dollars training camp per diem.

In addition, Club shall furnish necessary transportation, lodging and meals while Club is enroute to and from regular season games scheduled in areas other than Club's home territory. In lieu of furnishing meals, Club may choose to pay a meal schedule of Five (\$5.00) Dollars for breakfast; Five (\$5.00) Dollars for lunch; and Fifteen (\$15.00) Dollars for supper.

7. DEDUCTIONS

Club shall be entitled to deduct from each and every payment made under any of the provisions of this Contract any advance made to Player and any amount required or authorized by Federal, State or Municipal Law. Club shall further deduct any properly levied Club or League fine against Player.

obligation by Club to Player, and no further obligation by Player to Club. This paragraph shall not be modified or changed by any verbal statements or representations.

10. TRANSFERABILITY AND ASSIGNMENT

10.1 Club shall have the right to sell, assign, trade and transfer this Contract to any successor to Club's franchise, to any other Club in the League or to the League itself, 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. If Player is transferred, Player's transportation expenses shall be paid by the acquiring Club. The acquiring Club shall be bound by the terms of this Contract and the trading Club shall be released from any and all obligations under this Contract.

10.2 Player recognizes and agrees that an orderly waiver system is necessary and appropriate and Player recognizes and agrees to faithfully abide by all waiver rules adopted by League. Player agrees to abide by said waiver rules and promptly report to any claiming Club upon being informed of a waiver claim and to faithfully perform his services under this Contract. Player's transportation expenses shall be paid by the claiming Club. The claiming Club shall be bound by the terms of this Contract and the waiving Club shall be released from any and all obligations under this Contract.

11. EXCLUSIVITY 11.1 Player will not play football, nor engage in activities related to football, for any entity other than Club without Club's prior written consent, and will not, without prior written consent of Club, engage in any other professional sport. Neither Club's nor the Commissioner'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 League, unless such game is first

approved by League.

- 11.2 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 football player. Player acknowledges that the services he will perform under this Contract cannot be replaced or duplicated by Club acquiring 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 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, Club shall have the right to obtain from any competent court or arbitrator a decree enjoining any further breach of this Contract, and enjoining Player from playing football for any other entity during the term of this Contract or any extension or renewal hereof.
- 11.3 Player recognizes and agrees not to engage in sports endangering his health or safety (including, but not limited to, professional boxing or wrestling, motorcycling, moped-riding, auto racing, mountain climbing, sky-diving, and hang-gliding); and that, except with the written consent of Club, he will not 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 and/or the Commissioner. Nothing contained herein shall be intended to require Player to obtain the written consent of Club in order to enable Player to participate in, as an amateur, the sports of golf, tennis, handball, racquetball, swimming, hiking, softball or volleyball.

12. TERMINATION

- 12.1 Club may terminate this Contract at any time for whatever reasons Club deems fit. On such termination, Player's sole remedy shall be payment of his salary and expenses accrued to the date of such termination.
- 12.2 The rights of termination set forth in this Contract shall be in addition to any other rights of termination allowed either party by law and any termination shall be effective upon the giving of notice to Player.

13. EXTENSION

If Player becomes a member of the Armed Forces of the United States or any other country, or retires from professional football as an active player, or otherwise fails or refuses to perform his services under this Contract, then this Contract will be tolled between the date of Player's induction into the Armed forces, or his retirement, or his failure or refusal to perform, and the later date of his return to professional football. During the period this Contract is tolled, Player will not be entitled to any compensation or benefits except to the extent required by law in the case of induction into the Armed Forces. On Player's return to professional football, the term of this Contract will be extended for a period of time equal to the number of seasons (to the nearest multiple of one) remaining at the time the Contract was tolled. The right of renewal contained in this Contract will remain in effect until the end of any such extended term.



ing bonuses. In order for Player to receive one hundred (100%) per cent of any performance bonus under this Contract, he must meet the previously established conditions of that bonus during the renewal year.

15. ARBITRATION

- 15.1 All parties recognize and agree that the Commissioner has full power and authority to make any and all final decisions regarding the relationship between Player and Club regarding any subject matter whether arising from this Contract or any other relationship between Player and Club. The only appeal by Player to any decision by the Commissioner shall be arbitration under the provisions of this paragraph. Further, any dispute or controversy arising under, out of or in connection with this Contract or Player's relationship with Club or League shall be submitted to arbitration under the provisions of this paragraph. League shall maintain in League's rules provision for at least five (5) independent arbitrators with no connection to either League or any member Clubs or any Players under United States Football League contract. Any dispute which arises under this Contract, whether it be injury grievances or any other type of grievances raised by either Player or Club, shall be submitted to a member of the arbitration panel on a rotating basis.
- 15.2 Upon submission to one (1) of the five recognized arbitrators, that individual arbitrator shall determine by whom and in what proportion the cost of arbitration shall be paid. 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. Both Player and Club recognize and agree that they are waiving any and all rights to any claims, demands, damages, causes of action, or suits arising out of or in connection with any decision of the arbitrator except to seek judicial enforcement of the arbitrator's decision or award.
- 15.3 It is understood and agreed that Player, Club or this Contract might be affected by a decision of the League Commissioner and, except for the arbitration rights set forth in this paragraph, Player hereby releases and discharges the Commissioner, League, each Club in the League, each officer, director, shareholder, owner or partner of any Club and each employee or representative of 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 Commissioner, Club or League on any matter within their jurisdiction.

16. INTEGRITY OF THE GAME

Player agrees to give his best efforts and loyalty to Club and to conduct himself on and off the field with appropriate recognition of the fact that the success and best interests of professional football depend largely on public respect for and approval of those associated with the game. Player recognizes the detriment to Club and to League that would result from impairment of public confidence in the integrity, good character, good health, and good conduct of United States Football League players. Player therefore acknowledges his awareness not to engage in acts, conduct or behavior which would be detrimental to the best interests of the United States Football League or to professional football. Player acknowledges and submits to the jurisdiction of the Commissioner in all aspects relating to the integrity of the United States Football League and the conduct of its games. Further, Player recognizes and agrees that the Commissioner shall have complete and final authority in the determination of conduct considered detrimental to League. Player agrees that the Commissioner shall have the power in his sole discretion to suspend without pay and/or fine Player upon the Commissioner's finding that Player has engaged in acts or conduct detrimental to League.

17. GAMBLING

If the League Commissioner shall, in his sole judgment, find that Player has

- (a) bet, or has offered or attempted to bet, money or anything of value on the outcome (including points scored by either or both teams) of any game participated in by any Club which is a member of the League;
- (b) been offered, or has agreed to accept, money (a bribe) for affecting the outcome of a League game without promptly reporting that action to the Commissioner;
- (c) knowingly associated with gamblers or gambling activity; or
- (d) is guilty of any other conduct which undermines the integrity of League play;

the Commissioner shall have the power, in his sole discretion, to suspend without pay and/or fine Player, and the Commissioner's finding and decision shall be binding and conclusive. Player hereby releases the Commissioner and waives every claim he may have against the Commissioner and/or 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 Commissioner. If Player feels the Commissioner's decision in this regard is unreasonable, Player has the right to have the decision reviewed by an arbitrator as set forth in Paragraph 15, above.

18. DRUGS AND ALCOHOL

Player and Club understand and agree that the best interests of Player and Club as well as League are vitally dependent upon the elimination of any and all abuse of alcohol or drugs. Player therefore warrants that at no time

during the term of this Contract will he abuse alcohol or drugs. Player further agrees to abide by the Commissioner's policy regarding alcohol and drugs, their sale, purchase, use, possession and physical detection, which may be promulgated and modified from time to time and shall be published to all Clubs and Players. Player agrees that Club and League Commissioner shall have the power and absolute discretion to suspend with or without pay, terminate, and/or fine Player for a violation of this paragraph or of the Commissioner's published policy regarding drugs and alcohol. Club, if it so elects, may temporarily suspend Player for a violation of this paragraph or of the Commissioner's published policy and thereafter the Commissioner's finding and decision shall be binding and conclusive on all parties. Player hereby releases Club and the Commissioner and waives every claim he may have against Club, the Commissioner and/or League for damages and for all claims and demands arising out of, or in connection with, the decision of this matter by the Commissioner.

19. RULES

- 19.1 Player will comply with and be bound by all reasonable Club and League rules and regulations in effect during the term of this Contract. Player recognizes his responsibility to abide at all times by the published rules of Club and League and recognizes and agrees that both Club and League Commissioner have the full right and ability to fine, suspend or terminate Player's Contract subject to Player's arbitration rights as set forth in Paragraph 15, above.
- 19.2 Player recognizes and agrees that League and all its member Clubs are newly created entities which have caused benefit to inure to Player subject to this Contract as well as many other players. Player therefore recognizes, accepts and agrees to be bound by League rules regarding the allocation of negotiation rights to Player and other players as set forth in League rules. By entering this Contract, Player expressly acquieses in the reasonableness of all League rules regarding the allocation and drafting of players.

20. PLAY-OFF COMPENSATION

If Player is on Club's official active roster as registered with the Commissioner, for a play-off game or championship game in League or has been on the active roster of Club for fifteen (15) or more regular season League games, Club shall pay one (1) full play-off share to Player from funds administered by League. League shall establish a pool consisting of the gross paid live attendance at each subject post-season game, less all costs incurred and as set forth in the League Constitution (the difference constituting for each game the ''net game pool'') and Player shall be compensated as follows:

- A. If Club participates in the first play-off game and loses, Player shall receive one (1) Player's pro rata share of twenty (20%) per cent of the net game pool;
- B. If Club participates in the first play-off game and wins, Player shall receive one (1) Player's pro rata share of thirty (30%) per cent of the net game pool;
- C. If Club participates in the championship game and loses, Player shall receive one (1) Player's pro rata share of twenty (20%) per cent of the net game pool;
- D. If Club participates in the championship game and wins, Player shall receive one (1) Player's pro rata share of forty (40%) per cent of the net game pool.

If Player has been on the active roster of Club at least five (5) games during the regular season League games, but less than fifteen (15) games, and is not on the active roster at the time of the play-off game, Player shall receive a one-half ($\frac{1}{2}$) Player pro rata share of Club's net game pool. If Player has been on the active roster less than five (5) games during the regular season League games and is not on the active roster at the time of the play-off game, Player shall not be entitled to any play-off compensation.

21. SCHOLARSHIP

Club and League recognize the importance of Player completing his undergraduate college degree. Therefore, each player who executes this Contract at a time when he is a student in good standing at an accredited college will receive monetary reward for completing his college degree (see paragraph 23, if applicable).

22. MISCELLANEOUS AND PROCEDURAL

- 22.1 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 residence or any other address he notices to Club, or to Club's office.
- 22.2 This Contract contains the entire understanding between the parties. Any previous written or oral agreements between the parties are hereby deemed merged into this written Contract and to be null and void except as specifically provided for in this Contract. This Contract cannot be terminated, modified or otherwise altered except by written document executed by all of the parties hereto.
- 22.3 This Contract shall be governed and construed according to the laws of the State of ______.
- 22.4 If any part, paragraph or provision of this Contract should be held or become invalid, then all remaining parts, paragraphs and provisions shall continue to be fully effective.
- 22.5 Waiver by Club or League of any breach by Player of this Contract shall not be construed as a waiver of any other breach.
- 22.6 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.

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Player will receive \$10,000 if he leads the League in Interceptions during the 1986 regular season.

Player will receive \$10,000 if he leads the Club in tackles during the 1986 regular season.

Player will receive \$5,000 if he leads the Club in interceptions during the 1986 regular season.

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