

TEXAS FOOTBALL LEAGUE

A DIVISION OF THE CONTINENTAL LEAGUE

STANDARD PLAYERS CONTRACT

BETWEEN

.....
which operates....., and which is a member of the Texas Football League, and which is hereinafter called the "Club," and of hereinafter called the "Player."

In consideration of the respective promises herein the parties hereto agree as follows:

1. The term of this contract shall be from the date of execution hereof until the first day of Sept. following the close of the football season commencing in, subject however, to rights of prior termination as specified herein.

2. The Player agrees that during the term of this contract he 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, By-Laws, Rules and Regulations of the Texas Football League, hereinafter called the "League," and of the Club, and the Club, subject to the provisions hereof, agrees during such period to employ the Player as a skilled football player. The Player agrees during the term of this contract to report promptly for the Club's training seasons, to render his full time services during the training seasons and at the Club's direction to participate in all practice sessions and in all League and other football games scheduled by the Club.

3. For the Player's services as a skilled football player during the term of this contract, and for his agreement not to play football or engage in activities related to football for any other person, firm, corporation or institution during the term of this contract, and for the option hereinafter set forth giving the Club the right to renew this contract, and for the other undertakings of the Player herein, the Club promises to pay the Player each football season during the term of this contract, subject to the provisions of ¶7 hereof, the sum of \$....., to be payable as follows:

75% of said salary in equal semi-monthly installments commencing with the first regularly scheduled League game played by the Club during each season and continuing each semi-monthly period thereafter;

The balance of 25% of said salary shall be paid on the date of the last regularly scheduled League game. In addition, the Club promises and agrees to pay the reasonable board and lodging expenses of the Player incurred while playing games for the Club in other than the Club's home city and also to pay all proper and necessary traveling expenses of the Player and his meals en route to and from said games.

If either this agreement is executed or the player reports for play and thereafter is placed on the active list of the club after the club has played one or more regularly scheduled Championship games in the applicable season, the obligation of the club to pay player the salary prescribed in paragraph 3 hereof shall be reduced in the proportion that the number of said games already played by the club bears to the total number of regular Championship games to be played by the club in the applicable season.

4. The Player agrees at all times to comply with and be bound by all the provisions of the Constitution, By-Laws, Rules and Regulations of the League and of the Club, all of which are hereby made a part of this contract. If the Player fails to comply with said Constitution, By-Laws, Rules and Regulations the Club shall have the right to terminate this contract or to take such other action as may be specified in said Constitution, By-Laws, Rules and Regulations, or as may be directed by the Commissioner of the League, hereinafter called the "Commissioner." The Player agrees to submit himself to the discipline of the League and of the Club for any violation of such Constitution, By-Laws, Rules and Regulations subject however, to the right of a hearing by the Commissioner. All matters in dispute between the Player and the Club shall be referred to the Commissioner and his decision shall be accepted as final, complete, conclusive, binding and unappealable, by the Player and by the Club. The Player hereby waives any and all rights of action against the Commissioner, the League, the Club or any of its members or stockholders, and against any officer of the Club or of the League arising out of or in connection with decisions of the Commissioner, except to the extent of awards made by the Commissioner to the Player. The Player hereby acknowledges that he has read said Constitution, By-Laws, Rules and Regulations and that he understands their meaning.

5. The Player promises and agrees that during the term of this contract he will not play football or engage in activities related to football for any other person, firm, corporation or institution except with the prior written consent of the Club and the Commissioner, and that he will not during the term of this contract engage in any game or exhibition of baseball, basketball, hockey, wrestling, boxing or any other sport which endangers his ability to perform his services hereunder, without the prior written consent of the Club. The Player likewise promises and agrees that during the term of this contract, when, as and if he shall receive an invitation to participate in any All-Star football game which is approved by the League, he will play in said game in accordance with all the terms and conditions relating thereto, including the player compensation therein set forth, as are agreed to between the League and the Sponsor of such game.

6. The Player represents and warrants that he 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 League and by the Club, and that he is and will continue to be in excellent physical condition, and agrees to perform his services hereunder to the complete satisfaction of the Club and its Head Coach. If in the opinion of the Head Coach the Player does not maintain himself in excellent physical condition or fails at any time during the football seasons included in the term of this contract to demonstrate sufficient skill and capacity to play professional football of the caliber required by the League and by the Club, or if in the opinion of the Head Coach the Player's work or conduct in the performance of this contract is unsatisfactory as compared with the work and conduct of other members of the Club's squad of players, the Club shall have the right to terminate this contract upon written notice to the Player of such termination.

7. Upon termination of this contract the Club shall pay the Player only the balance remaining due him for traveling and board and lodging expenses and any balance remaining due him for football seasons completed prior to termination, and, if termination takes place during a football season, any balance remaining due him on that portion of his total compensation for that season as provided in Paragraph 3 hereof which the number of regularly scheduled League games already played by the Club during that season bears to the total number of League games scheduled for the Club for that season.

8. The Player hereby represents that he 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 the Club shall have the right, in addition to any other rights which the Club may possess, to enjoin him by appropriate injunction proceedings against playing football or engaging in activities related to football for any person, firm, corporation or institution and against any other breach of this contract.

9. It is mutually agreed that the Club shall have the right to sell, exchange, assign and transfer this contract and the Player's services to any other Club of the League and the Player agrees to accept such assignment and to report promptly to the assignee club and faithfully to perform and carry out this contract with the assignee club as if it had been entered into by the Player with the assignee club instead of with this club.

10. On or before the date of expiration of this contract, the Club may, upon notice in writing to the Player, renew this contract for a further term until the first day of Sept following said expiration on the same terms as are provided by this contract, except that (1) the Club may fix the rate of compensation to be paid by the Club to the Player during said period of renewal, which compensation shall not be less than ninety percent (90%) of the amount paid by the Club to the Player during the preceding season, and (2) after such renewal this contract shall not include a further option to the Club to renew the contract; the phrase "rate of compensation" as above used shall not be understood to include bonus payments or payments of any nature whatsoever other than the precise sum set forth in Paragraph 3 hereof.

11. Player acknowledges the right and power of the Commissioner of the Texas Football League (a) to fine and suspend (b), to fine and suspend for life indefinitely, and/or (c) to cancel the contract of, any player who accepts a bribe or who agrees to throw or fix a game or who, having knowledge of the same, 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 Texas Football League or of professional football; and the Player hereby releases the Commissioner of the Texas Football League, individually and in his official capacity, and also the Texas Football League and every club and every officer, director and stockholder of the League and of every club thereof, jointly, and severally, from all claims and demands for damages and every claim and demand whatsoever he may have arising out of or in connection with the decision of said Commissioner of the Texas Football League in any of the aforesaid cases.

12. Any payments made hereunder to the Player for a period during which he is entitled to workman's 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 the player, and the club shall be entitled to be reimbursed the amounts thereof out of any award of compensation.

13. This contract sets forth the entire agreement between the parties. The signing of this agreement by the parties constitutes their mutual recognition that no other contracts or agreements, oral or written, exist between them: that if any such oral or written contracts or agreements exist such are hereby cancelled; each party hereby represents to the other that it will not rely upon any agreement or understanding not reduced to writing and incorporated in this agreement prior to the execution hereof.

14. This contract shall be valid and binding upon the parties hereto immediately upon its execution. A copy of such contract shall be filed by the club with the Commissioner within ten (10) days after execution. The Commissioner shall have the right to terminate this contract by his disapproval thereof within ten (10) days after the filing thereof in his office; such action by the Commissioner shall be exercised in accordance with and pursuant to the power vested in the Commissioner by the Constitution and By-Laws of the League. In such event, the Commissioner shall give both parties written notice of such termination, and thereupon, both parties shall be relieved of their respective rights and liabilities hereunder.

15. INJURIES. In the event that Player is injured in the performance of his services under this contract, and if Player gives written notice to the Club Physician of such injury within thirty-six hours of its occurrence, the Club will: (1) provide, during the term of this contract, such medical or hospital care as in the opinion of the Club Physician may be necessary; and (2) continue during the term of this contract to pay Player his salary as provided in Paragraph 3, 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 him by this contract. Player may, within seventy-two hours after his examination by the Club Physician, submit at his own expense to an examination by a physician of his choice. If the opinion of such physician with respect to Player's physical ability to render the services required of him by this contract 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 Commissioner of the Texas Football League, and the opinion of such disinterested physician shall be conclusive and binding upon the Player and the Club. Except as provided in this Paragraph, Player's failure to perform the services required of him by this contract shall entitle the Club as its option to terminate Player's salary or to terminate this contract as provided in Paragraph 6 above.

If a player is injured in the performance of his services under this contract, this contract shall remain in full force and effect despite the fact that such player, following injury, is either carried by the club on its Reserve List or is waived out as an injured player while injured; when such player is again physically able to perform his services under this contract, the club shall have the right to activate such player, and player shall be obligated to perform his services hereunder in accordance with the terms hereof.

16. Should the Player become a member of the Armed Forces of the United States or retire from football prior to the expiration of this contract or any option contained herein, and subsequently be released from the Armed Forces or return to professional football, then and in either event the time elapsed between the Player's induction into the Armed Forces and his discharge therefrom, or between his retiring from professional football and his return thereto, shall be considered as tolled, and the term of this contract shall be considered as extended for a period beginning with the Player's release from the Armed Forces or his 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 contract which was unexpired at the time the Player entered the Armed Forces or retired from professional football; and the option contained herein shall be considered as continuously in effect from the date of this contract until the end of such extended term.

17. The ENTIRE contents of this contract pertaining to Player and Club includes the Continental Football League as a part of this Standard Players Contract.

18. This agreement has been made under and shall be governed by the laws of the state of

19. If there exist any other agreements not shown above, it must be agreed to in writing below and initialed by both the Player and the Club.

IN WITNESS WHEREOF the Player has hereunto set his hand and seal and the Club has caused this contract to be executed by its duly authorized officer on the date set opposite their respective names.

.....
Name of Club

By Date

.....
Player Date

.....
Player's Address

Telephone No.

League Office Copy

CLUB RULES AND REGULATIONS

1. All players must be on time for all meetings, practice sessions, meals, and all types of transportation. The curfew must be observed. Players must keep all publicity appointments and be on time.
2. Drinking of intoxicants is forbidden.
3. Players must not enter drinking or gambling resorts nor associate with gamblers or other notorious characters.
4. Players must report all injuries to a coach and the club physician or trainer immediately, and be prompt in keeping appointments.
5. Players must wear coats and neckties in hotel lobbies, public eating places, and on all trains (if they are not occupying private pullmans and diners).
6. Players must familiarize themselves with Paragraph 11 of their contract.
7. Players shall not write or sponsor magazine or newspaper articles, or indorse any product without the consent of the club.