2006 ARENA FOOTBALL LEAGUE STANDARD PLAYER CONTRACT

This AFL Player Contract ("contract") is between the ______ (the "Team"), a member of the Arena Football League (the "AFL") and ______ ("player",), a professional football player. In consideration of the promises made by each to the other, player and Team agree as follows:

1. TERM: This contract covers _____ Arena Football season(s), and will begin on the date of execution and end on June 30, 200_, unless extended, terminated or renewed as specified in this contract.

2. EMPLOYMENT AND SERVICES: Team employs player as a skilled football player. Player accepts such employment. He agrees to give his best efforts and loyalty to the Team, and to conduct himself on and off the field with appropriate recognition of the fact that the success of the AFL depends largely on public respect for and approval of those associated with the game. Player will report promptly for and participate fully in the Team's official mini-camp, official pre-season training camp, all Team meetings and practice sessions, scrimmages, and all pre-season, regular season, and post-season games scheduled for or by Team. If invited, player will practice for and play in any AFL All-Star Game sponsored by the AFL, and will fully participate in all events associated with any AFL All-Star Game sponsored by the AFL, provided that the AFL and the Arena Football League Players Association ("AFLPA") have agreed upon an insurance program or other injury protection for players participating in such game.

3. OTHER ACTIVITIES: Except as provided in Article XV of the AFL/AFLPA Collective Bargaining Agreement, dated January 9, 2004 (the "CBA"), or any other collective bargaining agreement in existence during the term of this contract, with respect to the NFL, NFL Europe and Canadian Football League exemptions, player will not, without prior written consent of the Team, play football or engage in activities related to football otherwise than for the Team or engage in any activity other than football that may involve a significant risk of personal injury. (For purposes of this contract, a collective bargaining agreement will be deemed to be "in existence" during its stated term or during any period for which the parties to that agreement agree to extend it). Player represents that he has special, exceptional and unique knowledge, skill, ability, and experience as a professional football player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Player therefore agrees that the Team will have the right, in addition to any other right that the Team may possess, to enjoin player through the grievance procedures set forth in the CBA or any other collective bargaining agreement in existence during the term of this contract from playing football or engaging in football-related activities other than for the Team (except as provided in Article XV of the CBA) or from engaging in any activity other than football which may involve a significant risk of personal injury.

4. PUBLICITY AND AFL PLAYERS GROUP LICENSING PROGRAM: (a) Player grants to the Team and the AFL, separately and together, the authority to use his name and picture for publicity and the promotion of AFL football, the AFL or any of its member teams in newspapers, magazines, motion pictures, game programs and roster manuals, broadcasts and telecasts, and all other publicity and advertising media, provided such publicity and promotion does not constitute an endorsement by player of a commercial product. Player will cooperate with the news media, and will participate upon request in reasonable activities to promote the Team and the AFL. Player may <u>not</u> use any logo, trademark, and/or copyright of the AFL or the Team for any purpose without the prior written consent of the AFL or the Team.

(b)(i) Player hereby assigns to the AFLPA and its licensing affiliates and designees, if any, the exclusive right to use and to grant to persons, firms, or corporations (collectively "licensees") the right to use his name, signature facsimile, voice, picture, photograph, likeness, and/or biographical information (collectively "image") in group licensing programs subject to the terms of subparagraphs (ii) & (iii) below. Group licensing programs are defined as those licensing programs in which a licensee utilizes a total of four (4) or more AFL player images on or in conjunction with products (including, but not limited to, trading cards, clothing, videogames, computer games, collectibles, internet sites, fantasy games, etc.) that are sold at retail or used as promotional or premium items. In consideration for this assignment of rights,

the AFLPA or its licensing affiliate or designee will use the revenues it receives from group licensing programs to support AFL players. The AFLPA or its licensing affiliate or designee will use its best efforts to promote the use of AFL player images in group licensing programs, to provide group licensing opportunities to all AFL players, and to ensure that no entity utilizes the group licensing rights granted to such organization without first obtaining a license from such organization.

(ii) Notwithstanding the foregoing, and subject to the terms of subparagraph (iii) below, player also grants to the AFL, on a non-exclusive basis, the same group licensing rights granted above to the AFLPA and its licensing affiliates and designees, if any, except that the AFL may use such rights solely in connection with national league licensing of AFL or AFL team logos or trademarks, and not for endorsement purposes. In consideration for this assignment of rights, the AFL will fund player benefits as provided in Article VII-A of the CBA. The AFL will use its best efforts to promote the use of AFL player images in such group licensing programs, to provide group licensing opportunities to all AFL players, and to ensure that no entity utilizes the non-exclusive group licensing rights granted to the AFL hereunder without first obtaining a license from the AFL or the AFLPA.

(iii) Player retains the right to grant permission to a licensee to utilize his image if that licensee is not concurrently utilizing the images of three (3) or more other AFL players on or in conjunction with products that are sold at retail or are used as promotional or premium items. If player's inclusion in a particular group licensing program authorized under either subsection (i) or (ii) above is precluded by an individual exclusive endorsement agreement entered into by player, and player provides the AFLPA and/or its licensing affiliates and designees, if any, with timely written notice of that preclusion (which organization shall notify the AFL of such preclusion), player shall be excluded from that particular program; provided, however, that no such exclusion shall occur with respect to trading cards, video or other electronic games, or such other programs that may be designated from time to time by the AFLPA or its licensing affiliates and designees, if any. Notwithstanding the foregoing, player may not grant permission to a licensee to utilize his image in a category pursuant to the first sentence of this subparagraph (iii) if the AFLPA or its licensing affiliates and designees, if any has agreed with the AFL to make such a category exclusive.

(iv) This Paragraph 4 shall be construed under New York law without reference to conflicts of law principles. The assignment in this paragraph shall expire on December 31 of the later of (a) the third year following the execution of this contract, (b) two years after this contract expires or is terminated, or (c) such other year as may be agreed upon by the AFL and the AFLPA.

5. COMPENSATION: For performance of player's services and all other promises of player specified herein, Team will pay player a yearly regular season salary, as follows:

- \$______for the 2006 season.
- \$_____for the 2007 season, if applicable.
- \$______for the 2008 season, if applicable.

In addition, Team will pay player such earned performance bonuses as may be set forth in Schedule A to this contract; such pre-season and post-season salary as set forth in Schedule A or otherwise required by the CBA or any other collective bargaining agreement in existence during the term of this contract; player's necessary traveling expenses from his residence to training camp; player's housing and meal expenses during pre-season training camp and in connection with playing pre-season, regular season, and post-season football games, per diem allowances when traveling to games outside the Team's home city; player's traveling expenses to player's residence from the Team's home city at the end of the season or if this contract is terminated by the Team; and such additional compensation, benefits and reimbursement of expenses as may be called for in the CBA or in any other collective bargaining agreement in existence during the term of this contract.

6. PAYMENT: Unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise, player will be paid 100% of his yearly regular season salary under this contract in equal weekly installments over the course of the applicable regular season period, commencing with the first regular season game played by the Team in each season. The weekly installment shall be payable with respect to an upcoming game if player is on the Team's Twenty-Four Man Roster at 5 p.m. (E.S.T. or E.D.T, as applicable) on the Thursday prior to the date of such game. Unless this contract specifically provides otherwise, if this contract is executed or player is activated after the beginning of the regular season salary payable to player will be reduced proportionately and player will be paid the weekly portions of his yearly regular season salary becoming due and payable after the beginning of the regular season, the yearly regular season salary payable to player will be reduced proportionately and player will be paid the weekly portions of his yearly regular season salary payable to player will be reduced proportionately and player will be paid the weekly portions of his yearly regular season salary payable to player will be reduced proportionately and player will be paid the weekly portions of his yearly regular season salary payable to player will be reduced proportionately and player will be paid the weekly portions of his yearly regular season salary payable to player will be reduced proportionately and player will be paid the weekly portions of his yearly regular season salary payable to player will be reduced proportionately and player will be paid the weekly portions of his yearly regular season salary having become due and payable up to the time of termination.

7. DEDUCTIONS: Any advance made to player will be repaid to the Team, and any properly levied Team fine or Commissioner fine against player will be paid, in cash on demand or by means of deductions from payments coming due to the player under this contract, the amount of such deductions to be determined by the Team unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise.

8. PHYSICAL CONDITION/EXAMINATIONS: Player represents to the Team that he is and will maintain himself in excellent physical condition. Player will undergo two or more complete physical examinations by a physician approved by the Team upon Team request (including but not limited to an Entrance Examination within a reasonable time after execution of this contract and an Exit Examination within forty-eight hours after the Team's last game of the season or after any termination of this contract), during which physical examination player agrees to make full and complete disclosure of any physical or mental condition known to him that might impair his performance under this contract and to respond fully and in good faith when questioned by the Team physician about such condition. During the term of this contract, the Team from a health care provider designated by the Team. The Team shall pay for such treatments and any physical examinations conducted under the terms of this paragraph. If player fails to establish or maintain his excellent physical condition to the reasonable satisfaction of the Team physician, or make the required full and complete disclosure and good faith responses to the Team physician, then the Team may terminate this contract.

9. INJURY: Unless this contract specifically provides otherwise, if player is injured in the performance of his services under this contract, he must promptly report such injury to the Team within twenty-four (24) hours after player knows of such injury. Unless this contract specifically provides otherwise, player will then receive such medical and hospital care during the term of this contract as the Team physicians may deem necessary and appropriate in their professional judgment. If player unreasonably refuses to follow such care, player shall be subject to reasonable discipline imposed by either the AFL or the Team, provided that such discipline is consistent with the CBA or any other collective bargaining agreement in existence during the term of this contract. If player is unable to perform the services required of him as a member of the Team due to such injury, then player will receive such care and compensation as provided by the Team pursuant to applicable state laws, the CBA, and/or any other collective bargaining agreement in existence during the term of this contract.

10. AMATEUR STATUS: By signing this contract, player acknowledges that he may forfeit any amateur or collegiate standing or eligibility he may have.

11. SKILL, PERFORMANCE AND CONDUCT: Player understands that he is competing with other players for a position on the Team's roster within applicable player limits. If at any time, in the sole judgment of the Team, player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on the Team's roster, or if player has engaged in personal conduct reasonably judged by the Team to adversely affect or reflect on the Team, then, unless this contract specifically provides otherwise, the Team may terminate this contract. In addition, unless this contract

specifically provides otherwise, this contract may be terminated if, in the Team's opinion, player is anticipated to make less of a contribution to the Team's ability to compete on the playing field than another player or players whom the Team intends to sign or attempts to sign, or another player or players who is or are already on the Team's roster, and for whom the Team needs Room under the Salary Cap.

12. TERMINATION: The rights of termination set forth in this contract will be in addition to any other rights of termination allowed either party by law. Termination will be effective upon the giving of written notice, except that player's death, other than as a result of injury incurred in the performance of his services under this contract, will automatically terminate this contract unless this contract provides otherwise. If this contract is terminated by the Team and either player or the Team so requests, player will promptly undergo a complete physical examination by the Team physician.

13. UNIFORM: Player must wear the official uniform of the Team, consistent with AFL rules, the CBA, and the terms of any other collective bargaining agreement in existence during the term of this contract (provided, however, that this paragraph shall not prohibit or limit the type of footwear or gloves which may be worn by players on the field, except to the extent such category has been designated an exclusive category pursuant to the terms of Paragraph 4(b)(iii) above, or as provided under the terms of any collective bargaining agreement in existence during the term of this contract, including but not limited to any such agreement in letter form). Upon the termination of this contract, or at the end of the playing season, player must return to the Team all uniforms and Team equipment in his possession or issued to him. As permitted by state law, the Team may deduct from any payment due to player the replacement value of any uniform or equipment not returned by player.

14. RULES: Player will comply with and be bound by all reasonable Team and AFL rules in effect during the term of this contract that are not inconsistent with the provisions of this contract, the CBA, or any other collective bargaining agreement in existence during the term of this contract. Player's attention is also called to the fact that the AFL functions with certain rules and procedures and that these rules and procedures may affect player's relationship to the AFL and its member teams independently of the provisions of this contract. Player acknowledges that he may be subject, for just cause, to fines and/or suspensions for violation of any reasonable Team rules and/or reasonable AFL rules.

15. INTEGRITY OF THE GAME: Player recognizes the detriment to the AFL that would result from impairment of public confidence in the honest and orderly conduct of AFL games, or the integrity and good character of AFL players. Player therefore agrees <u>not</u> to accept any bribe, throw or fix any AFL game, attempt to throw or fix any AFL game, or do anything else to cause or attempt to cause any AFL game to result other than on its merits. Player also agrees not to bet, legally or illegally, anything of value on the result or margin of victory of any AFL game. Player also agrees to promptly report to the Commissioner any offer or inducement or request to bribe an AFL player or to attempt to throw or fix an AFL game. Player also agrees not to knowingly associate with gamblers or gambling activity; not to violate the terms of any AFL/AFLPA drug program; and not to provide other players with stimulants or other drugs for the purpose of attempting to enhance on field performance in violation of law or any collective bargaining agreement in existence during the term of this contract. If the Commissioner has just cause to find any player to have violated the terms of this paragraph, the Commissioner may impose appropriate penalties therefor, including, in appropriate circumstances, the suspension, dismissal and/or permanent disqualification of player from any further association with the AFL, subject to the terms of any agreed upon AFL/AFLPA drug program.

15A. AFL MISSION STATEMENT AND FANS' BILL OF RIGHTS: Player has read the Arena Football League Mission Statement and the Arena Football League Fans' Bill of Rights, both attached hereto. These documents are attached hereto solely for the administrative convenience of the AFL, are not legally binding upon player in any way, do not impose any contractual or other obligations upon player, and have no legal effect.

16. CONTRACT TOLLING:

(a) Unless this contract specifically provides otherwise, if player retires before the expiration of this contract, or otherwise fails or refuses to perform his services under this contract, then this contract's term

will be tolled between the date of the player's retirement, or his failure or refusal to perform, and the date of his return to the AFL. During the period this contract is tolled, player is not entitled to receive any compensation or benefits hereunder. When player returns as a player to the AFL, the remaining term of this contract shall be equal to the number of full seasons remaining under this contract at the time the contract was tolled, with a full season being defined as at least one-half of the Team's regular season games in that season.

(b) The contract is subject to the NFL, NFL Europe, and Canadian Football League exemptions set forth in Article XV of the CBA. Player and the Team each acknowledge that, during the term of this contract, player may be employed as a professional football player in the NFL, NFL Europe, or the Canadian Football League as provided in Article XV of the CBA, but that the term of this contract shall be tolled between the date of the player's not reporting to the Team or leaving the Team, and the date of his return to the AFL, as provided in Article XV of the CBA. The AFL and Team must permit player to go to the NFL, NFLE or the CFL if requested to do so by player; provided, however, that during Team's season (i.e., for purposes of this paragraph, between the start of pre-season training camp and Team's last regular season or playoff game, as applicable), player may try-out and sign with such other NFL, NFLE or CFL team, but may not leave this Team until the end of such season. Team will retain the rights to player under the same terms and conditions as set forth in this Contract prior to the player going to the NFL, NFLE or the CFL. Team and player may not waive these rights, except that player and Team may agree in Schedule A hereto whether, and/or on what terms, the player may leave Team for NFLE or the CFL, and as to whether Team retains such rights to the player after he leaves NFLE or the CFL and returns to the AFL.

17. ASSIGNMENT: Unless this contract specifically provides otherwise, Team may assign this contract and player's services under this contract to any successor to the Team or to any other AFL team (but <u>not</u> to any AF2 team). Player will report to the assignee Team promptly upon being informed of the assignment of his contract and will faithfully perform his services under this contract for such assignee team. The assignee Team will pay player's necessary traveling expenses in reporting to it and will faithfully perform this contract with player.

18. FILING: This contract is valid and binding upon player and the Team immediately upon execution. A copy of this contract, including any attachments to it, will be filed by the Team with the AFL in the AFL League Office within forty-eight (48) hours after execution. The AFL shall have the right to disapprove this contract on reasonable grounds, including but not limited to conflict between the terms of this contract and the CBA and/or any other collective bargaining agreement then in existence. Approval will be automatic unless, within forty-eight (48) hours after receipt of this contract in the AFL League Office, the AFL notifies the parties either of disapproval or of extension of this forty-eight (48) hour period for purposes of investigation or clarification pending its decision. On the receipt of notice of disapproval and termination, both parties will be relieved of their respective rights and obligations under this contract. Any disapproval or extension of the disapproval period may be appealed in accordance with the grievance arbitration procedure called for in the CBA or any other collective bargaining agreement in existence during the term of this contract.

19. DISPUTES: Any dispute involving any interpretation or application of any provision of this contract will be exclusively submitted to final and binding arbitration in accordance with the grievance arbitration procedure called for in the CBA or any other collective bargaining agreement in existence during the term of this contract.

20. NOTICE: Any notice, request, approval or consent under this contract will be sufficiently given if in writing and delivered in person or mailed (certified or first class or overnight) by one party to the other party at the address set forth on the signature page of this contract, or to such other address as the recipient may subsequently have furnished in writing to the sender.

21. OTHER AGREEMENTS: The CBA and any other collective bargaining agreement in existence during the term of this contract are hereby incorporated herein as if fully set forth herein. This contract, including Schedules A-D hereto, otherwise sets forth the entire agreement between player and the Team and cannot be modified or supplemented orally. Player and the Team represent that no other agreement,

oral or written, exists between them, except as specifically incorporated in this contract, or except as to a contract for non-football-related services that has been or will be provided to the AFL as provided in the CBA Term Sheet or any other collective bargaining agreement in existence during the term of this contract. No change, termination or attempted waiver of any portion of this contract is binding unless in writing and signed by player and the Team. The provisions of this contract will govern the relationship between player and the Team unless there are conflicting provisions in the CBA, or any other collective bargaining agreement in existence during the term of this contract.

22. LAW: To the extent that federal law does not govern, this contract is made and shall be governed by the laws of the State of _______ (or, if this contract is assigned to another team, the laws of the home state of that team after such assignment), without reference to any conflict of laws rules or other principles that would defeat the application of such laws.

23. WAIVER AND RELEASE: Player waives and releases any claims that he may have arising out of, related to, or asserted in the *Guidry* class action antitrust litigation, including but not limited to any such claim concerning past AFL rules, past expansion or dispersal drafts, the reserve clause, the past AFL Standard Player Contract, pre-season compensation, or any other term or condition of employment, in each case with respect to the period prior to the date of entry of the Final Judgment in *Guidry v. Arena Football League, L.L.C.*, C.A. No. 00533 (D.N.J.). This waiver and release also extends to any conduct engaged in pursuant to the *Guidry* Settlement Agreement during the express term of that Settlement Agreement or any portion thereof. This waiver and release shall not limit any rights player may have to performance by the Team under this contract or player's right as a member of the *Guidry* class to object to any amendment to the *Guidry* Settlement Agreement during its review by the court.

24. OTHER PROVISIONS: CERTIFICATION.

(a) Each of the undersigned hereby confirms that (i) this contract, renegotiation, extension or amendment sets forth all components of player's remuneration for playing Arena Football (whether such compensation is being furnished directly by the Team or by a related or affiliated entity); and (ii) there are no undisclosed agreements of any kind, whether express or implied, oral or written, and there are no promises, undertakings, representations, commitments, inducements, assurances of intent or understandings of any kind that have not been disclosed to the AFL involving consideration of any kind to be paid, furnished or made available to player or any entity or person owned or controlled by, affiliated with, or related to player, either during the term of this contract or thereafter.

(b) Player and the Team acknowledge that any compensation to be paid to player in violation of the foregoing paragraph 24(a) is <u>not</u> permitted under the terms of the CBA, and therefore will not be binding upon the Team or any other AFL team that subsequently acquires player's services under the terms of this contract.

(c) Each of the undersigned further confirms that, except insofar as any of the undersigned may describe in an addendum to this contract, no conduct in violation of the anti-collusion rules of the CBA or any other collective bargaining agreement in existence during the term of this contract took place with respect to this contract. Each of the undersigned further confirms that nothing in this contract is designed or intended to defeat or circumvent any provisions of the CBA or any other collective bargaining agreement in existence during the term of this contract, including but not limited to the Salary Cap provisions; however, any conduct permitted by the CBA or any other collective bargaining agreement in existence during the term of this contract shall not be considered a violation of this confirmation.

25. PLAYER'S AGENT: If player has been represented by an agent with respect to the negotiation of this contract, such agent shall execute this contract in the space provided below, and thereby acknowledge his or her representation of player in connection with this contract, and represent that no violations of paragraph 24 above have occurred to his or her knowledge. If such agent refuses to so execute this contract, player shall identify that agent and so indicate the agent's refusal in an addendum to this contract.

26. EXECUTION: Both player and the Team acknowledge that this contract is between player and the Team and not between player and the AFL, and it has been read in its entirety and that they agree to this contract by signing it. The AFL Commissioner or his designee has reviewed and approved this contract by signing it.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT.

<u>SIGNED:</u> PLAYER NAME (PRINTED):

Home Address:

Telephone Number:

Date:

TEAM:

<u>SIGNED:</u> BY (PRINTED):

Team Address:

Date:

<u>SIGNED:</u> PLAYER'S AGENT (PRINTED):

Address:

Telephone Number:

Date;

APPROVED: _____ DISAPPROVED:

AFL Commissioner or Commissioner's Designee: ______ NAME (PRINTED):

Date:

SCHEDULE A

1. Signing Bonus (if any): \$_______ to be paid no later than ten (10) days after the signing of this contract.

2. Pre-Season Per Game Salary:

Player will receive a pre-season active list per-game salary of \$_____ per game for the 2006 season, if applicable.

Player will receive a pre-season active list per-game salary of \$_____ per game for the 2007 season, if applicable.

Player will receive a pre-season active list per-game salary of \$_____ per game for the 2008 season, if applicable.

All payments must be at least fifty (50%) percent of player's regular season per-game salary for that season each pre-season game.

Amount of advance, if any, of Regular Season Salary to be paid to player during the pre-season, agreed to between player and Team pursuant to Article XXIX of the CBA, and terms of such advance:

3. Post-Season Salary (Active List/Injured Reserve):

Round One Game:

For the 2006 season, if applicable: (1) Player will receive first round base salary of \$2,510 and additional post-season incentive compensation, if any, of \$______ if the Team wins the first round game; and (2) Player will receive first round base salary of \$1,960 and additional post-season incentive compensation, if any, of \$______ if the Team loses the first round game.

For the 2007 season, if applicable: (1) Player will receive first round base salary of \$2,650 and additional post-season incentive compensation, if any, of \$______ if the Team wins the first round game; and (2) Player will receive first round base salary of \$2,070 and additional post-season incentive compensation, if any, of \$______ if the Team loses the first round game.

For the 2008 season, if applicable: (1) Player will receive first round base salary of \$2,825 and additional post-season incentive compensation, if any, of \$______ if the Team wins the first round game; and (2) Player will receive first round base salary of \$2,205 and additional post-season incentive compensation, if any, of \$______ if the Team loses the first round game.

Round Two Game:

For the 2006 season, if applicable: (1) Player will receive second round base salary of \$2,720 and additional post-season incentive compensation, if any, of \$______ if the Team wins the second round game; and (2) Player will receive second round base salary of \$2,195 and additional post-season incentive compensation, if any, of \$______ if the Team loses the second round game.

For the 2007 season, if applicable: (1) Player will receive second round base salary of \$2,870 and additional post-season incentive compensation, if any, of \$______ if the Team wins the second round game; and (2) Player will receive second round base salary of \$2,320 and additional post-season incentive compensation, if any, of \$______ if the Team loses the second round game.

For the 2008 season, if applicable: (1) Player will receive second round base salary of \$3,060 and additional post-season incentive compensation, if any, of \$______ if the Team wins the second round game; and (2) Player will receive second round base salary of \$2,475 and additional post-season incentive compensation, if any, of \$______ if the Team loses the second round game

Round Three Game:

For the 2006 season, if applicable: (1) Player will receive third round base salary of \$3,295 and additional post-season incentive compensation, if any, of \$______ if the Team wins the third round game; and (2) Player will receive third round base salary of \$2,720 and additional post-season incentive compensation if any, of \$______ if the Team loses the third round game.

For the 2007 season, if applicable: (1) Player will receive third round base salary of \$3,480 and additional post-season incentive compensation, if any, of \$______ if the Team wins the third round game; and (2) Player will receive third round base salary of \$2,870 and additional post-season incentive compensation, if any, of \$______ if the Team loses the third round game.

For the 2008 season, if applicable: (1) Player will receive third round base salary of \$3,710 and additional post-season incentive compensation, if any, of \$______ if the Team wins the third round game; and (2) Player will receive third round base salary of \$3,060 and additional post-season incentive compensation, if any, of \$______ if the Team loses the third round game.

Arena Bowl:

For the 2006 season, if applicable: (1) Player will receive Arena Bowl base salary of \$4,390 and additional post-season incentive compensation, if any, of \$______ if the Team wins the Arena Bowl; and (2) Player will receive Arena Bowl base salary of \$2,980 and additional post-season incentive compensation, if any, of \$______ if the Team loses the Arena Bowl.

For the 2007 season, if applicable: (1) Player will receive Arena Bowl base salary of \$4,632 and additional post-season incentive compensation, if any, of \$_______ if the Team wins the Arena Bowl; and (2) Player will receive Arena Bowl base salary of \$3,145 and additional post-season incentive compensation, if any, of \$_______ if the Team loses the Arena Bowl.

For the 2008 season, if applicable: (1) Player will receive Arena Bowl base salary of \$4,933 and additional post-season incentive compensation, if any, of \$______ if the Team wins the Arena Bowl; and (2) Player will receive Arena Bowl base salary of \$3,350 and additional post-season incentive compensation, if any, of \$______ if the Team loses the Arena Bowl.

4. Performance Bonuses (if any are agreed upon): Player also shall be eligible to receive the following contingent performance bonuses:

a. Regular-Season 2006¹

¹ For post-season 2005 and thereafter, only post-season win and team participation bonuses are permitted, and those bonuses must be set forth in Paragraph 3 above. No other post-season performance bonuses are permitted in 2005 and thereafter.

b. Regular-Season 2007

c. Regular-Season 2008

5. Other Compensation (if any is agreed upon):

6. Salary Guarantees (if any are agreed upon):

7. Housing Stipend

Player and Team must both initial one box:

 Player does not currently reside year-round within 75 miles of the Team's home arena.
 Player currently resides year-round within 75 miles of the Team's home arena, but elects to live in Team-supplied housing.
 Player currently resides year-round within 75 miles of the Team's home arena, and elects to receive, in lieu of Team-supplied housing, a stipend equivalent to the per-player cost to the Team of such housing, which shall be, based upon the Team's 2005 numbers, \$ per month for 2006.
 Player currently resides year-round within 75 miles of the Team's home arena, and voluntarily waives right to receive Team-supplied housing, or stipend equal to the per- player cost thereof to the Team, in exchange for the following consideration, which must be specifically described:

SCHEDULE B

PLAYER BIOGRAPHICAL INFORMATION

This sheet must be filled out in its entirety by each player and attached to all copies of the player's contract

1.	Name of Player		
2.	Permanent Address		
	City	_State	Zip
3.	Permanent Home Phone		
4.	Cell Phone(s)		
4.	Social Security Number		
5.	Date of Birth		
6.	Country of Citizenship		
7.	Player e-mail address		
8.	Name of Emergency Contact		
9.	Relationship of Emergency Contact		
10.	Phone # for Emergency Contact		

<u>Schedule C</u>

Allowable Performance Bonuses

- A. Team Performance Bonuses (per season or league leader basis only)
 - 1. Total points scored by team
 - 2. Total points allowed by team
 - 3. Total offense (net yards)
 - 4. Total defense (net yards)
 - 5. Net difference takeaways/giveaways
 - 6. Sacks allowed
 - 7. Team undefeated for regular season
 - 8. Qualify for playoffs

8a. Qualify for home playoff game (May only be given for First Round home game)

- 9. Division Champion
- B. Individual Performance Bonuses (per occurrence, per game, per season, team leader or league leader basis only)
 - 10. Starts
 - 11. 20-man roster
 - 12. 24-man roster
 - 13. Points scored
 - 14. TDs scored
 - 15. Rushing TDs
 - 16. Receiving TDs
 - 17. Receptions
 - 18. Number of rushes
 - 19. Rushing yards
 - 20. Receiving yards
 - 21. Rushing and receiving yards
 - 22. Average yards gained per rush
 - 23. Average yards gained per reception
 - 24. Average yards gained per rush or reception
 - 25. QB rating
 - 26. QB passing TDs
 - 27. QB touchdowns (running or passing)
 - 28. QB passing yards
 - 29. QB passes completed
 - 30. QB completion percentage
 - 31. QB interception percentage
 - 32. QB average yards per completed pass
 - 33. All-purpose yards
 - 34. Interceptions

- 35. Interception return yards
- 36. Interceptions returned for TD
- 37. Passes broken up
- 38. Sacks
- 39. Tackles
- 40. Tackles for loss
- 41. Forced fumbles
- 42. Fumble recoveries
- 43. Fumble return yards
- 44. Fumble return TD
- 45. Total return yards
- 46. Kicks returned for TD
- 47. Kick return yards
- 48. Field goals
- 49. Field goal percentage
- 50. Field goals in ranges: 0-30; 30-44; 45-50, 51+
- 51. Game winning field goals (must be last points scored in game)
- 52. Kicking PATs

C. Honors

(per occurrence only)

- 53. Any official league single game record broken
- 54. Any official league season record broken
- 55. Any official league career record broken
- 56. Team MVP (year end)
- 57. Team Ironman (year end)
- 58. All-AFL First Team
- 59. All-AFL Second Team
- 60. All-Rookie Team
- 61. AFL Offensive Player of Year
- 62. AFL Defensive Player of Year
- 63. AFL Lineman of Year
- 64. AFL Kicker of Year
- 65. AFL Rookie of Year
- 66. AFL Ironman of Year
- 67. AFL Offensive Player of Month
- 68. AFL Defensive Player of Month
- 69. AFL Rookie of Month
- 70. AFL Kicker of Month
- 71. AFL Ironman of Month
- 72. Offensive Player of Week
- 73. Defensive Player of Week
- 74. Ironman of Week
- 75. Offensive Player of Game
- 76. Defensive Player of Game
- 77. Ironman of Game

D. Other

78. Academic Honors (e.g., college graduation)

79. Off-season Workouts

Note: per game or per season performance bonuses may use ranges to determine amount (e.g., \$100 for 5-10 touchdowns scored per season, \$200 for 10+ touchdowns scored per season); team and league leader performance bonuses are permitted only for regular season period, not for individual games.

Schedule D

Health Insurance Form

[To be supplied in form agreed upon by AFL and AFLPA.]

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

[Club Physician, P.C.] is committed to protecting your privacy and understands the importance of safeguarding your personal health information. We are required by federal law to maintain the privacy of health information that identifies you, or that could be used to identify you (known as "Protected Health Information"). We also are required to provide you with this Notice, which explains our legal duties and privacy practices with respect to Protected Health Information that we collect and maintain. This Notice describes your rights under federal law, and state law where applicable, relating to your Protected Health Information. [Club Physician, P.C.] _____ is required by federal law

to abide by this Notice. However, we reserve the right to change the privacy practices outlined in this Notice and make the new policies effective for all Protected Health Information that we maintain. Should we make such a change, we will display the revised Notice at our office and make it available to you upon request.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

Routine Uses and Disclosures of Protected Health Information For Treatment, Payment or Health Care Operations

[Club Physician, P.C.]______ is permitted under federal law to use and disclose Protected Health Information without your specific permission for three types of routine purposes: treatment, payment and health care operations.

[Club Physician, P.C.] will use or disclose your Protected Health Information as described below. Your Protected Health Information may be used and disclosed by [Club Physician, P.C.] ,

[Club Physician, P.C.]_____

staff, and others that are involved in your care and treatment. Set out below are examples of the uses and disclosures of your Protected Health Information we are permitted to make for these routine purposes. While this list is not meant to be exhaustive, it should give you an idea of the everyday uses and/or disclosures "behind the scenes" that are essential to the care you receive.

Treatment: Your Protected Health Information can be used and disclosed by [Club Physician, P.C.]______ for treatment purposes. For example, your Protected Health Information will be disclosed to your team trainer for the purpose of coordinating continuing care related to football injuries.

Payment: Your Protected Health Information can be used and disclosed for payment purposes. For example, we will communicate your Protected Health Information to your team so that it can process payment for your care for football-related injuries.

Health Care Operations: Your Protected Health Information can be used and disclosed to allow us to conduct health care operations, which generally are the administrative activities that we undertake in order to operate our practice. For example, we may use your Protected Health Information to evaluate the performance of our physicians and to engage in other quality assurance activities.

<u>Other Uses and Disclosures of Protected</u> <u>Health Information [Club Physician,</u>

P.C.] Is Permitted or Required to Make Without Your Authorization In general, we are required to obtain your specific written authorization to use or disclose your Protected Health Information for purposes unrelated to treatment, payment, or health care operations. However, there are exceptions to this general rule when we are permitted or required to make certain uses and disclosures of your Protected Health Information without authorization. These situations include:

Required by the Secretary of Health and

Human Services: We may be required to disclose your Protected Health Information to the Secretary of Health and Human Services to investigate or determine our compliance with the federal privacy law.

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Required by Law: We may disclose your Protected Health Information to the extent that the use or disclosure is otherwise required by state or federal law.

Public Health: We may disclose your Protected Health Information for public health activities, such as disclosures to a public health authority or other government agency that is permitted by law to collect or receive the information (e.g., the Food and Drug Administration).

Abuse or Neglect: If you have been a victim of abuse, neglect, or domestic violence, we may disclose your Protected Health Information to the government agency authorized to receive such information.

Health Oversight: We may disclose Protected Health Information to a health oversight agency for activities authorized by law, such as: civil or criminal investigations; inspections; licensure or disciplinary actions; or other activities necessary for appropriate oversight of medical practices, governmental health benefit programs, or compliance with laws.

Judicial and Administrative Proceedings: We may disclose Protected Health Information in response to a court or agency order, and, in some cases, in response to a subpoena or other lawful process not accompanied by a court order.

Law Enforcement: We may disclose Protected Health Information for law enforcement purposes, such as providing information to the police about the victim of a crime.

Coroners, Medical Examiners, and Funeral Directors: We may disclose Protected Health Information to a coroner, medical examiner, or funeral director if it is needed to carry out their duties.

Research: We may disclose your Protected Health Information to researchers when the research is being conducted under established protocols to ensure the privacy of your information.

Serious Threat to Health or Safety: Your Protected Health Information may be disclosed if we believe it is necessary to prevent a serious and imminent threat to the public health or safety and it is disclosed to someone we reasonably believe is able to prevent or lessen the threat. **Specialized Government Functions:** We may disclose Protected Health Information for purposes related to the military or national security concerns, such as for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits.

Inmates: Under certain circumstances, we may disclose the Protected Health Information of inmates of a correctional institution.

Workers' Compensation: Your Protected Health Information may be disclosed to your team as your employer pursuant to applicable workers' compensation and/or other similar laws.

Other Restrictions on Uses and Disclosures of Protected Health Information

The uses and disclosures of your Protected Health Information described above are permitted or required by federal law. Some states have laws that require additional privacy safeguards above and beyond the federal requirements. Thus, if state law is more restrictive regarding uses and disclosures of your Protected Health Information, or provides you with greater rights with respect to your Protected Health Information, [Club Physician, P.C.] will comply with the state

law. We have attached as an addendum to this Notice our policies regarding your Protected Health Information in [state]

<u>Disclosures to Other Parties for Conducting</u> <u>Permitted Activities</u>

[Club Physician, P.C.] may conduct the above-described activities ourselves, or we may use other entities to perform those operations. In those instances where we disclose your Protected Health Information to a third party acting on our behalf, we will protect your Protected Health Information through an appropriate privacy agreement.

<u>Other Uses and Disclosures of Protected</u> <u>Health Information Based Upon Your</u> Written Authorization

Other uses and disclosures of your Protected Health Information not described above will be made only with your written authorization. In general, you may revoke (in writing) this authorization at any time, except to the extent that we may have taken action in reliance thereon, or if you have waived this right.

YOUR RIGHTS

As a patient, you have certain rights regarding your access to, and the accuracy of, your Protected Health Information. These rights include:

You have the right to request a restriction on certain uses and disclosures of your Protected Health Information. This means that you may ask us not to use or disclose any part of your Protected Health Information for purposes of treatment, payment, or health care operations. You may also request that any part of your Protected Health Information not be disclosed to family members or friends who may be involved in your care. Your request must state the specific restriction requested and to whom you want the restriction to apply.

[Club Physician, P.C.] is not required to agree to such a restriction. If we do agree, we will abide by your restriction unless we need to use your Protected Health Information to provide emergency treatment. In addition, we may elect to terminate the restriction at any time.

You have the right to request to receive information from us by an alternative means or at an alternative location if you believe it would enhance your privacy. For example, you may request that we send written communications to an alternative address. We will attempt to accommodate all reasonable requests, and will not request an explanation from you as to the basis for your request.

You have the right to inspect and copy your Protected Health Information. If you would like to see or copy your Protected Health Information, we are required to provide you access to your Protected Health Information for inspection and copying within 30 days after receipt of your request (60 days if the information is stored off-site). We may charge you a reasonable fee to cover duplicating costs. In addition, there may be situations where we may decide to deny your request if we believe the disclosure will endanger your life or health, or that of another person. Depending on the circumstances of the denial, you may have a right to have this decision reviewed.

You have the right to amend your Protected Health Information. This means you may request an amendment of your Protected Health Information in our records for as long as we maintain this information. We will respond to your request within 60 days (with up to a 30-day extension, if needed). We may deny your request if, for example, we determine that your Protected Health Information is accurate and complete. If we deny your request, we will send you a written explanation and allow you to submit a written statement of disagreement.

You have the right to receive an accounting of certain disclosures we have made of your Protected Health Information. An accounting is a record of the disclosures that have been made of Protected Health Information. This right generally applies to non-routine disclosures, i.e., for purposes other than treatment, payment, or health care operations as described in this Notice, made in the six-year period prior to your request (although you are free to request an accounting for a shorter period). We are required to provide the accounting within 60 days (with one 30-day extension, if needed) and to provide one accounting free of charge in any 12-month period (for more frequent requests, a reasonable fee may be charged).

You have the right to obtain a paper copy of this notice from [Club Physician, P.C.] .

COMPLAINTS

If you believe your privacy rights have been violated, you have the right to report such alleged violations to [Club Physician, P.C.]______, and we will promptly investigate the matter. You may file a complaint with [Club Physician, P.C.]______ by contacting our Privacy Officer. Rest assured we will not retaliate against you in any way for filing a complaint about our privacy practices. You may also contact the Secretary of Health and Human Services.

You may contact our Privacy Officer at ()_____ or at [mailing

address]

_____for further information about the complaint process or any other information covered by this Notice.

This notice is effective April 14, 2003.

AUTHORIZATION FOR RELEASE OF RECORDS OR INFORMATION

<u>SECTION A:</u> I authorize the use or disclosure of my protected health information (PHI) as described below. I hereby give my permission to <u>[Club Physician, P.C.]</u> to use or disclose my PHI in the manner described herein.

Player Name: _____

Address:

SECTION B:

<u>Personal Health Information to Be Disclosed:</u> Describe the personal health information you are authorizing to be used and/or disclosed:

All medical records, reports, test results, notes and other information pertaining to football-related health conditions

<u>Persons/Entities Authorized to Receive and Use:</u> Name or specifically describe the persons, class of persons and/or entities to whom you are authorizing the individual named above to disclose the PHI described above:

The Team, their employees, agents, and subcontractors

Arena Football League

Purpose of the Disclosure: The disclosure is being made for the following reason:

For purposes relating to my employment as a professional football player in the Arena Football League

Expiration Event: Thirty (30) days after termination or expiration of employment with the Team.

SIGNATURE:

My Signature below acknowledges that I have read this Authorization, understand my rights as described herein, and authorize release of my PHI, but only for the purposes described herein.

Signature:	Date	•

If a personal representative signs this authorization on behalf of the individual, complete the following:

Personal Representative's Name:

Relationship to Individual: