

## ARTICLE XIV

### AFL PLAYER CONTRACT

**Section 1. Form:** The AFL Player Contract form attached hereto as Exhibit A, or such other form as may be agreed upon in writing by the AFL and AFLPA, will be used for all player signings other than signings to the Practice Squad. This form cannot be amended without the written approval of the AFL and the AFLPA.

**Section 2. Changes:**

(a) Notwithstanding Section 1 above, changes may be agreed to between a Team and a player in an AFL Player Contract consistent with the provisions of this Agreement and the Settlement Agreement.

(b) Any waiver and release included in the AFL Player Contract pursuant to this Article does not supersede and is subject to the provisions set forth in Article III (Term of Agreement) of the Settlement Agreement and Article XLIII (Term of Agreement) of this Agreement. Specifically, in the event that the Settlement Agreement is terminated, pursuant to Article III, Section 5 of the Settlement Agreement, or this Agreement is terminated pursuant to Article XLIII, Section 5 of this Agreement, any such waiver and release shall remain or not remain in effect to the extent that the releases and covenants not to sue set forth in Article XXI of the Settlement Agreement remain or do not remain in effect. Except in the circumstances described in the preceding sentence, this subparagraph shall not affect the validity or enforceability of any waiver contained in an AFL Player Contract executed on or after September 1, 2002.

**Section 3. Conformity:** All AFL Player Contracts in effect in or after League Year 2003 are and shall be conformed to the AFL Player Contract attached hereto as Exhibit A for the remainder of the respective terms of such contracts, except as otherwise expressly agreed to by the AFL and the AFLPA. For example, for any multi-year contract signed before League Year 2003 that extends into the 2003 and/or the 2004 Seasons, the annual base compensation will be increased to reflect the increased number of regular season games that League Year (i.e., multiplied by 16/14 in League Year 2003).

**Section 4. Written Contracts Required:**

(a) Any agreement between any player and any Team concerning terms and conditions of employment shall be set forth in writing in an AFL Player Contract as soon as practicable.

(b) No Team shall be obligated or permitted to pay any player or Player Affiliate other than pursuant to the terms of a signed AFL Player Contract or a contract for Non-football-related Services and/or off-season employment as described in Section 6 below. Nothing contained in the immediately preceding sentence shall interfere with a Team's obligation to pay a player Deferred Compensation earned under a prior AFL Player Contract.

**Section 5. Player Contract Copies:** Each Team shall provide to the AFL an original and three (3) copies of each AFL Player Contract within forty-eight (48) hours after the execution of such contract by the player and the Team, by facsimile or overnight mail (with the original to follow by certified mail if the initial transmission to the AFL is by facsimile), or immediately upon the written request of the AFL or the AFLPA. The AFL shall mail a copy of each such AFL Player Contract to such player and the AFLPA within two (2) business days of its receipt (with good faith efforts to mail it the day of its receipt), or immediately by facsimile upon the written request of the AFLPA or the player. If a Team has not submitted an AFL Player Contract to the League Office within the forty-eight (48) hour period referenced in the first sentence of this section, the player shall have the right to submit written notice to the AFL and the Team that he intends to void such contract, and such contract will become void if the Team does not submit the contract to the AFL within forty-eight (48) hours (only including business days) of the AFL's receipt of such notice.

**Section 6. Contracts for Non-football-related Services and/or off-season employment:**

(a) Any agreement between any player or Player Affiliate and any Team or Team Affiliate providing for the player to be compensated by the Team or Team Affiliate for Non-football-related Services or for any off-season employment shall be set forth in writing, and disclosed and provided to the AFL within five (5) business days of the execution or making of the agreement, whichever is earlier. With the delivery of the agreement, written notice must also be given to the AFL specifying the terms and conditions of a player's Non-football-related Services and/or off-season employment, as well as a detailed job description and the amount paid to other persons, if any, in equivalent jobs. The AFL shall provide to the AFLPA a copy of all documents the AFL receives pursuant to this subsection within two (2) business days of the receipt of such documents.

(b) The Team must document and verify the number of hours worked through the use of timesheets, timecards, or other standard industry procedures.

(c) The AFL and the AFLPA retain the right to mutually require other necessary documentation to verify all aspects of Non-football-related Services or off-season employment with a Team or Team Affiliate.

(d) The potential Salary Cap treatment of contracts for Non-football-related Services and/or off-season employment is set forth in Article XIX, Section 1(c)(ii).

(e) If a contract between a Team and a player for Non-football-related Services and/or off-season employment is not disclosed to the AFL, the Team and the player may be subject to penalties for violations of Article XX, Section 1, and/or Article XXII, Section 3, as applicable, if the requirements of those provisions are otherwise met.

(f) If it is determined by the System Arbitrator that a Team has violated Section 6(a) above, then any such undisclosed compensation that has been paid to a

player shall constitute Player Compensation and shall count against the Team's Salary Cap for the next League Year to which it can be applied. The System Arbitrator may, after receiving recommendations on the subject from the Commissioner and the AFLPA, impose an appropriate penalty upon the Team for failure to disclose any such compensation.

**Section 7. Salary Cap Termination:** As set forth in Paragraph 11 of the AFL Player Contract, unless a player and Team specifically agree otherwise, any AFL Player Contract may be terminated at any time if in the Team's opinion, the 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 its Salary Cap. The terms of this Section 7 shall not affect any Team or Team Affiliate's obligation to pay a player any guaranteed Player Compensation.

**Section 8. Non-Salary Cap Termination:** As set forth in Paragraph 11 of the AFL Player Contract, if at any time, in the sole judgment of the Team, a 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 the player has engaged in personal conduct reasonably judged by the Team to adversely affect or reflect on the Team, then, unless the player's AFL Player Contract specifically provides otherwise, the Team may terminate that contract. The terms of this Section 8 shall not affect any Team or Team Affiliate's obligation to pay a player any guaranteed Player Compensation.

**Section 9. Commissioner Disapproval:** The Commissioner or his designee may disapprove any AFL Standard Player Contract containing any terms or conditions that do not comply with this Agreement, subject to review by the System Arbitrator as provided herein. If the Commissioner or his designee disapproves an AFL Standard Player Contract, he must inform the AFLPA in writing of the reasons therefor by noon on the date following such disapproval. In the event the Commissioner or his designee disapproves any AFL Standard Player Contract, and the disapproval is appealed, the player may not practice or play until the System Arbitrator issues his or her ruling. However, unless the parties agree otherwise, with respect to any appeal filed after the start of Pre-Season Training Camp and before the conclusion of the Team's Season:

(a) the appeal shall be conducted in an expedited manner and shall be concluded within seventy-two (72) hours of the filing of such appeal; and

(b) the System Arbitrator shall issue his or her ruling by the end of such seventy-two (72) hour period.

**Section 10. Good Faith Negotiations:** In addition to complying with specific provisions in this Agreement, any Team or player engaged in negotiations for an AFL Player Contract (including any Team extending, and any player receiving, a Required Tender) is under an obligation to negotiate in good faith.

**Section 11. Maximum Three Year Contract Term:** A player and a Team may enter into a multi-year AFL Player Contract at any time, including an agreement that would extend the term of such contract past the time when a player would otherwise become a Free Agent. However, the term of any AFL Player Contract, plus the term of any option to extend such contract, may not exceed three (3) League Years.

**Section 12. Renegotiations:** A player and a Team may renegotiate an AFL Player Contract during the term of the contract, but a player and a Team may not: (a) negotiate any extension of an AFL Player Contract that would cause the term of such contract (including any option years) to extend beyond three (3) League Years, starting with the League Year in which the renegotiated contract was executed; or (b) renegotiate any term of a previously signed AFL Player Contract for a prior League Year.

**Section 13. Guaranteed AFL Player Contracts Permitted:** As to compensation that guarantees payment whether or not a player's AFL Player Contract is terminated, players and Teams may, but are not required to, negotiate guaranteed AFL Player Contracts. Unless otherwise provided by a player's AFL Player Contract or this Agreement, all compensation provided in such AFL Player Contract shall not be guaranteed with respect to any consideration payable for any period after the contract is terminated.

**Section 14. Win Bonuses Prohibited:** Win bonuses for regular season AFL games are prohibited.

**Section 15. Releases:** All AFL Player Contracts shall provide that the 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 (including the past provisions of any AFL or Team bylaws or operating documents, AFL or Team policies and procedures, and any other AFL or Team rules or regulations), past expansion or dispersal drafts, the reserve clause, the past AFL Player Contract, past pre-season compensation, or any other past 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 shall also extend to any conduct engaged in pursuant to the Settlement Agreement during the express term of the Settlement Agreement or any portion thereof. This waiver and release shall not limit any rights player may have to performance by the Team under an AFL Player Contract or player's right as a member of the *Guidry* class to object to any amendment to the Settlement Agreement during its review by the court.