

## ARTICLE XLI

### MISCELLANEOUS

**Section 1. Endorsements:** A player must inform his Team prior to committing to any product or service endorsement. No Team may unreasonably refuse to permit a player to endorse a product or service.

**Section 2. Appearances:** Players shall participate in immediate post-game autograph sessions, as reasonably required by the Teams, for a period of time not to exceed sixty (60) minutes. No Team may unreasonably require a player to appear on radio or television.

**Section 3. Promotion:** The AFLPA will use its best efforts to ensure that the players cooperate with the Teams and the news media in reasonable promotional activities on behalf of the Teams and the AFL.

**Section 4. Deduction:** The involuntary deduction of amounts from any compensation due to a player for any purpose is prohibited unless such deduction is provided for in this Agreement or required by law.

**Section 5. Address:** The AFL will furnish upon request to the AFLPA, and the AFLPA will furnish upon request to the AFL, whatever address and telephone lists that each have covering all players who are under contract to the Teams as of February 1 for in-season information, and under contract to the Team as of June 1 for off-season information. Neither the AFL nor the AFLPA will divulge player telephone numbers or e-mail addresses to the media or the public. As of the first preseason cutdown date, the AFL will provide to the AFLPA employment dates for all players who are then under contract with the Teams.

**Section 6. AFLPA Tickets:** Two (2) complimentary tickets will be made available upon request to the AFLPA to permit attendance at each regularly scheduled AFL game by authorized AFLPA representatives. All Teams will make their best efforts to make available two (2) additional tickets to the AFLPA for purchase. The AFLPA will provide a list of authorized persons to the AFL. The AFLPA must notify the home Team of its desire to attend such a game at least three (3) days prior to the date of the game. AFLPA representatives must possess appropriate identification. The AFLPA shall receive the opportunity to purchase at least fifty (50) tickets for the Arena Bowl.

**Section 7. Player Tickets:** Two (2) complimentary tickets will be made available to each player for each home game of his Team. Each player will be afforded the opportunity to purchase two (2) tickets for each away game of his Team from the best tickets available for public sale immediately prior to the public sale for each game. The AFL will make its best efforts to provide all players on a 24-Man Roster or Injured Reserve list with the opportunity to purchase two (2) tickets to the Arena Bowl game each year, subject to reasonable safeguards to avoid scalping of the tickets.

**Section 8. Tests:** No psychological or personality tests (e.g., Rorschach tests) will be given to any player after he signs his first contract with an AFL Team and while he is under contract to an AFL Team. A Free Agent may agree to take such a test if so requested by a Team interested in his services. A player is entitled to review the results of his psychological or personality tests upon request. The terms of this section shall not apply to any medical evaluation performed by a physician or other qualified health professional that is otherwise permitted under this Agreement.

**Section 9. Disciplinary Meeting Representation:** A player will have the right, if he so requests in writing, to have an AFLPA representative present during an interview by any representative of the AFL if the player has a reasonable basis for believing that Commissioner discipline might result from the interview.

**Section 10. Youth Football:** The parties will use reasonable efforts to establish a youth football program to promote the sport of Arena Football.

**Section 11. Newsletter:** The parties shall work in good faith to create and publish a joint newsletter that will be distributed to players and Team management, coaches, and other non-player employees.

**Section 12. Delivery of Documents:** The AFL, its Teams, and the AFLPA shall, upon request therefor by any party hereto, execute and deliver such further documents and instruments and take such further steps as are reasonably necessary and appropriate to implement and effectuate the purposes of this Agreement.

**Section 13. Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, representatives, agents, successors and assigns and any corporation into or with which any corporate party hereto may merge or consolidate. If a Team is sold or otherwise transferred, the obligations of the Team under this Agreement shall continue to apply to the Team after such transaction.

**Section 14. Authorization:** The AFL represents that it has been duly authorized to enter into and to execute this Agreement on behalf of itself and its Teams. The AFLPA hereby represents that it has been duly authorized to execute this Agreement on behalf of its members.

**Section 15. Headings:** The headings in this Agreement are solely for the convenience of the parties and the attorneys for the parties and shall not be deemed part of, or considered in, construing or interpreting this Agreement.

**Section 16. Time Periods:** The specification of any time period in this Agreement (other than where "business days" are specified) shall include any non-business days within such period except that, in any case, any deadline falling on a Saturday, Sunday or federal holiday shall be deemed to fall on the following business day.

**Section 17. Rosters:** The AFL shall supply the AFLPA with an opening day and final roster for each Team, and Reserve Lists broken down by category. Rosters shall consist of the following categories of players: 24-Man Roster; Practice Squad; International Practice Squad; Injured Reserve; and Reserve List.

**Section 18. Rounding:** For the purposes of any amounts to be calculated or used pursuant to this Agreement, such amounts shall be rounded to the nearest dollar.

**Section 19. Exhibits:** All of the Exhibits attached hereto are an integral part of this Agreement and of the agreement of the parties thereto.

**Section 20. Parol Evidence:** Except as otherwise agreed in writing by the AFL and the AFLPA, the parties shall not, in any proceeding or otherwise, use or refer to any parol evidence with regard to the interpretation or meaning of this Agreement.