

ARTICLE XVI

FREE AGENCY

Section 1. Free Agency:

(a) Beginning with League Year 2004, any player shall, at the expiration of his AFL Player Contract, become a Free Agent. Such player shall be completely free to negotiate and sign an AFL Player Contract with any Team, and any Team shall be completely free to negotiate and sign an AFL Player Contract with such player, without penalty or restriction, subject to the signing period set forth in Section 2 below.

(b) During League Year 2003, any Veteran with three (3) or more Accrued Seasons shall, at the expiration of his AFL Player Contract, become a Free Agent. Such player shall be completely free to negotiate and sign an AFL Player Contract with any Team, and any Team shall be completely free to negotiate and sign an AFL Player Contract with such player, without penalty or restriction, subject to the signing period set forth in Section 2 below.

(c) All Rookies are and shall be Free Agents prior to signing an AFL Player Contract. Such players shall be completely free to negotiate and sign an AFL Player Contract with any Team and any Team shall be completely free to negotiate and sign an AFL Player Contract with such player, without penalty or restriction.

Section 2. Signing Period: For League Year 2003, a Team may not sign a player who became a Free Agent that League Year to an AFL Player Contract until October 24, 2002. For League Year 2004, a Team may not sign a player who became a Free Agent that League Year to an AFL Player Contract until October 15, 2003. For League Years 2005 and thereafter, a Team may not sign a player who became a Free Agent that League Year to an AFL Player Contract until the second Wednesday immediately following Labor Day each League Year, or such other date the AFL and the AFLPA may agree upon in writing.

Section 3. Rights of Free Agents: A Free Agent shall not be subject to any limitations on the period of time before which he may qualify as a Free Agent again, or to any limitations on the number of times he may be a Free Agent.

Section 4. Individually Negotiated Limitations on Player Movement:

(a) An "individually negotiated limitation on player movement" is defined for purposes of this Section 4 as any agreement that would restrict or limit, in any way not specifically authorized by this Agreement, a player's complete freedom to negotiate and enter into a contract with any Team after the expiration or termination of his AFL Player Contract.

(b) All individually negotiated limitations on player movement are prohibited, except that any player or Team may agree upon an option year in an AFL Player

Contract. Any negotiated option shall state the dollar amount(s) to be paid to the player during the option year.

Section 5. No Unauthorized Restrictions On Player Movement. All restrictions on player movement other than those specifically authorized by this Agreement are prohibited.

Section 6. Released Players. Any player with three (3) or more Accrued Seasons in or after League Year 2003 who is released by a Team shall not be subject to any AFL waiver process, and shall immediately become a Free Agent upon such release.

Section 7. League Year 2003:

The following provisions apply for League Year 2003 only:

(a) During League Year 2003, subject to the tender requirements set forth below, any Veteran with less than three (3) Accrued Seasons whose AFL Player Contract has expired may negotiate and sign an AFL Player Contract only with the Team that contracted with or otherwise held the AFL playing rights for the applicable player for the previous League Year.

(b) For the purposes of this section, "Required Tender" means an AFL Player Contract tender that a Team is required to make to a player pursuant to this section, either as a matter of right with respect to the player, or to receive any rights with respect to the player, as specified in this section.

(c) In order for a Team to retain its exclusive rights to a player pursuant to subsection (a) above, such Team must, on or before October 25, 2002, tender to that player a one (1) year contract that, at a minimum, offers his Regular Season Per Game Salary and all earnable Performance Incentives from the prior season. The tender must remain open until the first day of Pre-Season Training Camp. If such Required Tender is not made or is withdrawn prior to the first day of Pre-Season Training Camp, the player will promptly be waived.

(d) Any Team claiming a player waived under the terms of subsection (c) above must promptly tender the player a contract that conforms with the rules set forth in subsection (c) above.

(e) If a player does not accept a Required Tender by the first day of Pre-Season Training Camp, the tendering Team may withdraw the tender and place the player on its Refused to Report list. After the first day of Pre-Season Training Camp, a player who was placed on the Refused to Report list, who subsequently reports to the tendering Team, must be tendered a contract for at least the minimum Regular Season Per Game Salary, as provided herein, by that Team or the player will promptly be waived. Notwithstanding the foregoing, a Team and a player may agree at any time upon an AFL Player Contract in any amount above the required tender, so long as the Team has sufficient Room under its Salary Cap to do so.

(f) If any player is waived under the terms of subsection (c) above and subsequently clears waivers pursuant to Article XVIII, he becomes a Free Agent.

(g) Any player who has signed at least one AFL Player Contract with a Team, but who has not yet achieved an Accrued Season and who was also under contract to a Team at the end of the 2002 Season, remains subject to the exclusive rights of such Team for the 2003 Season, subject to the tender rules in subsection (c) above.