

EXHIBIT C

ARENA FOOTBALL LEAGUE INTERNATIONAL PRACTICE SQUAD PLAYER CONTRACT

This AFL International Practice Squad Player Contract ("Contract") is between the _____ (the "Team"), a member of the Arena Football League, L.L.C. 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 the ____ Arena Football League season and will begin on the date of execution and approval and end on the day after the Team's last regular season or post-season game in the ____ season, unless terminated as provided in this Contract.
- 2. EMPLOYMENT AND SERVICES:** Team employs Player as a member of its Practice Squad. Player accepts such employment. Player 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 all of Team's meetings and practice sessions. Player will not participate in any football game not sponsored by the AFL.
- 3. OTHER ACTIVITIES:** Except as provided in any collective bargaining agreement in existence during the term of this Contract, 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 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 any 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 or from engaging in any activity other than football which may involve a significant risk of personal injury.
- 4. PUBLICITY:** 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 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 not 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.
- 5. COMPENSATION:** Unless otherwise terminated as provided for in this Contract and/or any collective bargaining agreement in existence during the term of this Contract, for performance of Player's services and all other promises of Player specified herein, Team will pay Player a weekly salary of _____.
- 6. DEDUCTIONS:** 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.
- 7. PHYSICAL CONDITION/EXAMINATIONS:** Player represents to the Team that he is and will maintain himself in excellent physical condition. Player will undergo one or more complete physical examinations by a physician approved by the Team upon the Team's 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 may also direct Player to undergo medical treatments relating to the Player's ability to perform for 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 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.

8. 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 Worker's Compensation or other benefits to which Practice Squad players are entitled under applicable law and/or any collective bargaining agreement in existence during the term of this Contract. Practice Squad players will not receive Injured Reserve Compensation.

9. AMATEUR STATUS: By signing this Contract, Player acknowledges that he may forfeit any amateur or collegiate standing or eligibility he may have.

10. SKILL, PERFORMANCE AND CONDUCT: Player understands that he is competing with other players for a position on the Team's Practice Squad 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 Practice Squad, 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 Practice Squad.

11. 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 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. 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.

12. 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 or any 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 practices may affect Player's relationship to the AFL and its 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.

13. FILING: This Contract is valid and binding upon Player and the Team immediately upon execution. A copy of this Contract will be filed by the Team with the AFL in the AFL League Office within twenty-four (24) hours after execution. The AFL shall have the right to disapprove this Contract on reasonable grounds, including but not limited to any conflict between the terms of this Contract and any 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 any collective bargaining agreement in existence during the term of this Contract.

14. 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 any collective bargaining agreement in existence during the term of this Contract.

15. 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.

16. OTHER AGREEMENTS: Any collective bargaining agreement in existence during the term of this contract is hereby incorporated herein as if fully set forth herein. This Contract 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, except as attached to or specifically incorporated in this Contract, exists between them. 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 any collective bargaining agreement in existence during the term of this Contract, in which case the terms of such collective bargaining agreement shall supersede the terms of this contract.

17. 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 _____, without reference to any conflict of laws rules or other principles that would defeat the application of such laws.

18. 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 or AFL Standard Practice 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.

19. OTHER PROVISIONS/CERTIFICATIONS.

(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 19(a) is not permitted under the terms of the *Guidry* Settlement Agreement, and therefore will not be binding upon any Team.

(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 *Guidry* Settlement Agreement or any 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 *Guidry* Settlement Agreement or any 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 *Guidry* Settlement Agreement or any collective bargaining agreement in existence during the term of this Contract shall not be considered a violation of this confirmation.

20. 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 19 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.

21. 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.

PLAYER SIGNATURE

Home Address _____

Telephone Number _____

Date _____

PLAYER'S AGENT SIGNATURE

Home Address _____

Telephone Number _____

Date _____

TEAM/ CLUB

TEAM/CLUB REPRESENTATIVE SIGNATURE

Club Address _____

Date _____