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INTERPRETING THE NFL PLAYER CONTRACT

GARY R. ROBERTS*

I. INTRODUCTION

Before actually looking at the terms of the NFL's standard player contract ("SPK") (see Attachment A), some general observations are in order. The first is that what is described herein may by tomorrow be irrelevant. As this is being written (October 1992), the NFL is operating without a collective bargaining agreement ("CBA") — in fact, without even a players association that claims to be a certified bargaining agent (a union) for the players. Thus, unlike the contracts in the other three major sports, the SPK cannot necessarily be interpreted in light of an overriding CBA. However, the league and a group of players financially backed and led by the NFLPA are currently entering the sixth year of antitrust and other ancillary litigation focussing on the NFL's rules and policies relating to veteran players' ability to move to a new team — the so-called Plan B system,¹ which in light of the September 10, 1992 jury verdict in *McNeil v. NFL* is likely to undergo some type of modification before next season.² When and if the parties are ever able to resolve their differences, settle the various lawsuits,

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1. Under the so-called Plan B system, which has been in effect since 1989, each team is allowed after every season to protect only 37 players on its roster. Any player not included on the protected list may, whether or not under contract to his current club for the next season, negotiate and sign a new contract with any other club in the league between February 1 and April 1. Any of the 37 protected players whose contracts have expired will be governed by the provisions of Art. XV of the expired 1982 CBA — that is to say that they may also negotiate with any other club in the league, but if they receive an offer from another club the current club has the right to match that offer and retain the player (the "right of first refusal - which the New Orleans Saints exercised in 1992 to retain Pat Swilling after the Detroit Lions made him an offer) or alternatively to allow the player to sign with the new club subject to that club compensating the old club with draft choices based on the player's new salary (which today for virtually every player is two first round choices - which the Washington Redskins gave to the Chicago Bears in 1989 for Wilbur Marshall). Rarely under this system will clubs give offers to another team's restricted free agents.

2. How radical the changes will be before next season, and whether they will be unilaterally instituted by the NFL to minimize antitrust exposure, ordered by the *McNeil* court, or agreed upon in a settlement with the NFLPA is at this time unclear. See *McNeil v. National Football League*, 790 F. Supp. 871 (D. Minn. 1992).

and recertify the union, there will once again be a CBA governing the club-player relationship.**

Despite the absence of a CBA, many of the terms of the 1982 agreement that expired in 1987 are still being unilaterally applied by the league, even though not reflected in the SPK. Furthermore, other league policies, most notably the so-called Plan B system, are also for the moment being uniformly applied. Of course, if these terms or policies were to represent less rights for a player than those expressly stated in the SPK, he would have a good argument that the terms of the SPK would be binding. However, in every case where the league applies other terms or policies, they either create greater rights for the player than the SPK does, or they deal with an issue uncovered directly by the SPK.

The SPK form is almost identical to the contract the NFL has used for well over twenty years. As collective bargaining agreements have liberalized benefits or terms in favor of the player, the SPK remained unchanged — just superseded by the CBA. Thus, some of the terms still in the SPK seem almost absurd, and in fact it is generally those provisions that the league does not apply today despite the absence of a CBA. Other provisions are simply bizarre or unnecessary, but continue by inertia.

Most of the terms in the twenty-four numbered paragraphs of the SPK are reasonably self-explanatory and need no elaboration here. The purpose of this article is merely to expand on those provisions that are either unique to the NFL or require some background or explanation in order to appreciate their significance.

II. PARAGRAPH 1

The only thing noteworthy in ¶1 is that the term of the contract is expressly limited to one football season. If the player and club reach an agreement covering more than one season, the practice in the NFL (which is unique to the NFL) is to sign a series of one year SPKs, each for a different year. This is one of those unnecessary features that was once but is no longer significant. In the NFL, as shall be discussed in detail later, there are very few guaranteed contracts. Thus, a player injured while performing under the contract is, under ¶9, entitled to continue receiving his salary while injured only for the remainder of the season in which the injury occurred. If injured doing anything else, the club has the right to terminate the contract immediately under ¶8. Thus, whatever the cause of the injury,

** During final editing, a settlement was reached and the process of drafting a new CBA to conform to the terms of the settlement was begun. This process will radically alter the player-club relationship and will likely result in major changes in the SPK before the 1993 season.

the player has no right to continue receiving his salary beyond the season in which the injury occurred.

Back in the 1950s when the SPK terms were drafted, almost nobody signed contracts for longer than one year. Thus, the SPK contained language stating that if injured while performing under the contract the player would continue to receive his salary “for the duration of the contract term.” In the early 1960s, faced with competition for players from the AFL, NFL teams started signing players to multi-year contracts on the standard form. Despite the fact that the SPK language gave an injured player with more than just the season-of-injury remaining on his contract a right to his salary for all contracted seasons, clubs continued to pay only for the remainder of the season-of-injury and no longer. Surprisingly, virtually no players challenged that practice.

At some point in the late 1960s, someone in the NFL noticed that the contract language did not conform to the practice of limiting injured players to salary only for the remainder of the season in which injured. Rather than draft a simple provision similar to what is now ¶9 specifically limiting injury compensation in this fashion, the league left the SPK language as it was and made the term of every contract only one season. Thus, it was thought, a player injured while performing under a contract would be entitled to his salary only for the rest of that year — the term of the one-year contract. This practice worked effectively until Don Chuy of the Philadelphia Eagles suffered a crippling injury in the 1969 season and sued to recover his full salary set out in a series of three one-year contracts covering the 1969-71 seasons. Even though the evidence was overwhelming that it was universally understood that the only reason for using a series of one-year contracts instead of a single multi-year contract was to limit injury protection to the season of injury, the trial judge decided that the question of whether Chuy and the Eagles intended multi-year injury protection was a question of fact for the jury, which returned a verdict in favor of Chuy and the Third Circuit affirmed *en banc*.³ Faced with this result, the NFL finally rewrote ¶9 to make the one-year limit clear, which rendered the practice of using separate single-year contracts purposeless. However, the league never modified ¶1, and the use of a series of one-year contracts continues as a historical curiosity.

3. Chuy v. Philadelphia Eagles, 431 F. Supp. 254 (E.D. Pa. 1977), *aff'd en banc*, 595 F.2d 1265 (3d Cir. 1979).

III. PARAGRAPHS 8, 9, AND 11

These three paragraphs are what allow a club to terminate a player's contract in mid-term and owe him no further compensation. Major League Baseball and the NBA have roughly similar provisions, but in those sports virtually every player's contract has an addendum nullifying one or more of these terms, and to a significant extent, guaranteeing the player's salary for the entire term of the agreement unless there is a material breach of the contract by the player.⁴ Only a handful of players in the NFL have such an addendum on their contracts.

Paragraph 8 requires the player to maintain himself in "excellent physical condition" as determined by the club physician. A player unable to play at a high level because he is injured, overweight, ill, or just out of shape may have his contract terminated. Of course, if the player may recover or improve his condition to where he can play again at a high level and he is a potential impact player, the club may decide that it would be unwise to terminate the contract because that would make the player no longer available to the club. But the club still retains the *right* to terminate.

Paragraph 9 specifically addresses the right discussed previously under ¶1 — the right of a player injured while performing the contract to receive his salary for the remainder of the year of injury. Thus, ¶9 limits the club's right to terminate under ¶8. It should be noted that Art. X of the 1982 CBA provided that if a player with another year remaining on his contract after the season of injury remained injured during the first season after the injury occurred, he was entitled additionally to fifty percent of his salary for that season, up to \$65,000. This provision is still being applied by the clubs pursuant to league directive. It is significant to note, however, that a player injured in any fashion other than in the performance of the contract may be terminated immediately by the club under ¶8 with no further payment of salary (unless he has a salary protection clause added to his contract).⁵

4. These contracts, for example, provide that the salary guarantee will not apply if the player is injured or disabled because of such things as attempted suicide, commission of a felony, illegal drug or alcohol use, or engaging in various specified types of dangerous activity such as hang gliding, motorcycle or auto racing, skiing, ice hockey, and the like. The guarantees are also expressly vitiated if the player retires, refuses to play, is convicted of a felony, or commits a material breach of the contract. Presumably, but not expressly, the guarantee would also be lost if the player were suspended by the commissioner under his disciplinary powers.

5. It is not clear what it means to be injured while performing the contract. Were the California Angels players involved this past summer in the bus accident between road games in New York and Baltimore "performing under the contract"? Would a slip and fall accident in the locker room after a practice count? What about a slip and fall in the team's locker room after an off-season handball game which the player says he played to keep in shape? What about a hand-

Finally, ¶11 is the “cut” provision that allows a team to terminate a player’s contract simply because other players trying out for the team are, in the judgment of the coaches, better players. The language states that the ground must be that the “[p]layer’s skill or performance has been unsatisfactory as compared with that of other players competing for positions on the club’s roster.” Again, “no-cut” provisions added to the SPK have been very rare in the NFL, but where they exist they are not literally no-cut clauses. Such provisions do not require the player to be retained on the club’s roster; they simply provide that if the player is cut from the roster, he is entitled to his salary for the remainder of the contract term.

The most interesting aspect of this provision is that by its terms the only ground for terminating a player’s contract is that he is not as good a performer as someone else. This would not seem to encompass a club decision to cut a player because, while still better than a younger player, he was either paid more or did not have as much long term potential to improve. It is common for clubs, especially those in a “rebuilding phase,” to cut older veterans on such grounds, yet seldom do those veterans seek to recover their salary by claiming an improper application of ¶11. Of course, proving that the coach’s decision was motivated by these improper grounds rather than a good faith judgment that the other player was, in fact, a better performer is usually going to be difficult, but in many cases there should be enough evidence to support at least a prima facie case and result in some type of settlement. Still, virtually no such challenges are ever made.⁶

IV. PARAGRAPH 13

This paragraph provides the procedure for players to follow to resolve disputes with their club over whether they are entitled to be paid salary or provided medical treatment under the provisions of ¶9 and/or a special injury protection clause added to the contract. These disputes arise in three contexts in which a player who has had his contract terminated claims that he is entitled to continue receiving his salary for some period because he is unable to play due to an injury incurred while performing the contract and: (1) the club admits that the player is injured but claims the injury was incurred in some activity other than while performing the contract; (2) the club claims that the injury, if any, is not sufficiently disabling to prevent the player from playing; and (3) the club admits that the player was disabled

ball game at the YMCA in the player’s home town? To my knowledge, there have never been litigated disputes raising these issues.

6. In baseball, prior to the 1992 season, Pittsburgh Pirates relief pitcher Bill Landrum brought a grievance on just this ground when the Pirates released him in spring training.

by a football injury but claims that he has healed to the point where he is now able to play. Another situation is where a team cuts a player pursuant to ¶11 because he is too slow or lacks sufficient agility, but the player claims that his lack of speed or agility results from the lingering effects of an injury, not an inherent lack of talent. Whichever of these situations gives rise to the dispute, ¶13 provides that the player may submit to an examination by a physician of his choice and then, if that physician disagrees with the club physician's determination of the fact in dispute, the player may submit the issue to binding arbitration.

V. PARAGRAPHS 14 AND 15

The important aspect of ¶14 is that it binds the player to the Constitution and Bylaws and other rules of the NFL. Included among them are the various player restraint rules, such as the draft, the right of first refusal/compensation rules for veteran free agents and the Plan B variation on them (which are being challenged in *McNeil* and related cases, and will probably be modified before the 1993 season), and rules governing squad sizes and developmental squads (which are being challenged in *Brown v. Pro Football, Inc.*⁷). Paragraph 15 specifically refers to the power of the commissioner to discipline a player for gambling or drug related activity or for "conduct reasonably judged by the League Commissioner to be detrimental to the League or professional football." This clause is a law professor's dream in that it allows endless questions of whether the commissioner could fine, suspend, or terminate the contract of a player who does all sorts of possible things — commits a felony of various kinds (e.g., rape, embezzlement, child molestation, sodomy, perjury), is arrested frequently for drunk and/or reckless driving, admits to being homosexual, gets into several bar brawls, punches out a newspaper reporter,⁸ joins the communist party or a white supremacist group, or what have you.

7. The district court in *Brown v. Pro Football, Inc.*, Cir. A. No. 90-1071 RCL (D.D.C.) (Lamberth, J.) has held on summary judgment motion that the fixing of developmental squad players' salaries in 1989 at \$1,000 per week was a violation of the rule of reason, § 1 of the Sherman Act, 15 U.S.C. § 1, 1991-1 Trade Cases (CCH) ¶69,882 (D.D.C. 1991). As this article was being written, a jury trial was in progress to determine the amount of damages to be paid to these players.

8. This actually happened when Raymond Claiborne of the New England Patriots punched Will McDonough in 1981 in the locker room after a loss. Commissioner Rozelle decided that whether or not this was technically disciplinable conduct, relations with the press (which was calling for action to protect itself from violent players) required action. He decided to fine Claiborne about one game's salary, which established a precedent that this was within the scope of commissioner discipline. This satisfied the press, and satisfied both Claiborne and the Patriots who were simply concerned that he would be kept out of action. Only the NFLPA was unhappy

Under general association law, the commissioner should be accorded great deference in interpreting the scope of his jurisdiction to act in any context and will generally be judicially overruled only when his action is either a clear abuse of discretion, is contrary to express language in the SPK or other governing documents,⁹ or is illegal.¹⁰ Nonetheless, commissioners are well aware that judges are unpredictable, and thus they usually will not risk a judicial incursion into their disciplinary power by acting in a marginal case unless they are confident a court will uphold the decision or there is some other important interest at stake (*e.g.*, maintaining good relations with officials, the press, or Congress).

VI. PARAGRAPH 16

This paragraph tolls the contract if a player sits out a year. Thus, a player who has one year left under contract will not be a free agent the following year if he retires or refuses to play because of a dispute with the club. Curiously, the NBA contract does not have such a provision. This has led to teams in another league (when there is another league) actually signing contracts with a player having one remaining year under his NBA contract whereby they pay him to sit out that year and then play the following year for the new team.¹¹ This cannot be a problem in the NFL with ¶16.

VII. PARAGRAPH 17

This is the so-called option clause which entitles the club to renew the contract at the end of the stated term for one additional year. The SPK language allows the club to renew the contract at a salary of ninety percent of the previous year's salary, but this provision dates back decades and has not been followed since 1969. Under the now-expired CBA, the contract could be renewed at no less than 110 percent of the previous year's salary. The annual memorandum from the NFL Management Council to the clubs

with the precedent and initiated a grievance under the then-existing CBA. This was politically unwise. The press skewered the NFLPA, and the grievance was withdrawn when Claiborne announced he wanted no part of it.

9. There have been no such court decisions in football, but a baseball case involving commissioner discipline of an owner establishes the principle. *See Atlanta National League Baseball Club v. Kuhn*, 432 F. Supp. 1213 (N.D. Ga. 1977).

10. Again, a roughly analogous baseball case establishes the principle. *See Ludtke v. Kuhn*, 461 F. Supp. 86 (S.D.N.Y. 1978).

11. One court refused to enforce such a contract on grounds of "unclean hands" when the player later wanted to renege on it and resign with the NBA team. *See Minnesota Muskies, Inc. v. Hudson*, 294 F. Supp. 979 (M.D.N.C. 1969). *Contra*, *Munchak Corp. v. Cunningham*, 457 F.2d 721 (4th Cir. 1972).

reestablishing Plan B for 1992 includes a statement that clubs exercising the option clause must renew option year contracts for not less than 110 percent, provided it is signed prior to February 1. If the contract is signed after February 1, renewals of prior salaries of under \$200,000 will be at not less than 110 percent, renewals of prior salaries of between \$200,000 and \$300,000 will be at not less than 105 percent, and renewals of salaries of over \$300,000 will be at not less than 100 percent.

In reality, this clause is, in the majority of cases, deleted from the contract during negotiations. Currently, the right-of-first-refusal/compensation limitations on all but Plan B free agents give the better players little opportunity to go anywhere else, making the option clause relatively unimportant to clubs. Almost every competent agent thus demands that ¶17 be scratched out, and clubs rarely put up much resistance. However, if much more liberal free agency comes to the NFL soon, clubs may become much more insistent upon retaining this right to renew for one additional year.

One final thing to note about ¶17 is that the NFL has never interpreted this paragraph as itself being renewed in the one-year option contract. Thus, this is not a perpetually renewable option clause like those in baseball and the NHL were before Peter Seitz' *Messersmith/McNally* arbitration decision in 1975¹² and the *Philadelphia World Hockey Club* decision in 1972.¹³ Rather than consider the players still contractually bound after the option year expires, the NFL has always relied on various intraleague restrictions on clubs bidding for other clubs' players to prevent free agent movement. However, when rival leagues have come along, this technique has never prevented free agents from signing with teams in the new league.

VIII. PARAGRAPH 18

This is the clause that allows the club to trade the player to another NFL club — more technically to assign the player's contract. It is to a player's advantage if he has sufficient leverage to add a "no-trade" or "trade only with player's permission" clause to the end of the SPK, coupled with scratching out ¶18. If an agent can get this, it will probably be interpreted as only preventing a trade to a different franchise, not preventing the con-

12. *See Kansas City Royals v. Major League Baseball Players Ass'n*, 409 F. Supp. 233 (W.D. Mo. 1976), *aff'd*, 532 F.2d 615 (8th Cir. 1976) (enforcing Seitz' arbitration decision interpreting the option clause in baseball's SPK as allowing for only one one-year renewal).

13. *Philadelphia World Hockey Club, Inc. v. Philadelphia Hockey Club, Inc.*, 351 F. Supp. 462 (E.D. Pa. 1972) (preliminarily enjoining the use of the NHL's renewable option clause because it likely constituted monopolization in violation of § 2 of the Sherman Act, 15 U.S.C. § 2, because it prevented the upstart WHA from being able to acquire players to compete against the NHL).

tract from being assigned to a new purchaser of the player's current franchise, unless the no-trade clause expressly provides to the contrary.¹⁴ However, it is not absolutely clear that a no-trade clause would not protect against assignment to a new owner if the new owner simultaneously moved the home location of the franchise, but it is still doubtful. Still, the more control over assignments a player can get, the more leverage he may be able to exercise in the future should the team ever want to trade him.

IX. PARAGRAPH 20

This paragraph provides for arbitration of a dispute between a player and club over the interpretation of the SPK, by a neutral arbitrator under the provisions of the CBA if one is in place, or by the commissioner if as now there is no CBA in effect. However, it seems very unlikely that any court would require a player to submit to arbitration of this type before the commissioner. Since the CBA expired in 1987, the only court to interpret this paragraph held that a player-club dispute had to be arbitrated, but because the commissioner was not a neutral third party the court would select the arbitrator.¹⁵ The commissioner did arbitrate this type of contract dispute prior to the advent of collective bargaining without serious challenge in normal cases, although even then judges tried to avoid requiring players to submit to the commissioner's jurisdiction if it could be circumvented.¹⁶ However, it is questionable whether courts today would require players to submit to arbitration before the commissioner, who is generally recognized to be an employee of the club owners. For this reason, I suspect clubs would not force the issue and would probably work out a procedure for a mutually acceptable neutral arbitrator should such a dispute arise.

X. PARAGRAPHS 19 AND 24

Paragraph 24 is where the parties insert additional provisions, including signing bonuses or incentive/performance bonuses (I have included in Attachment A a few examples of typical incentive and performance bonus clauses). However, under ¶19 the contract must be submitted to the commissioner who may within 10 days of receiving it disapprove of it. Invariably, it will be something added in ¶24 that will trigger such a disapproval. The grounds for disapproval stated in ¶19 are if the added term is so vague or incomplete that a dispute is likely to arise, if the added term is contrary

14. *See Munchak Corp. v. Cunningham*, 457 F.2d 721 (4th Cir. 1972).

15. *Morris v. New York Football Giants*, 575 N.Y.S.2d 1013 (1991).

16. *See Johnson v. Green Bay Packers*, 272 Wis. 149, 74 N.W.2d 784 (1956) (an oral 2 year no-cut promise was enforced without the need for commissioner arbitration).

to a provision in the CBA (which at the moment does not exist), or if the added term impairs the rights of some other club in the league. Thus, a term allowing a player to become an unrestricted free agent if he does not start or to avoid waivers if he is cut contrary to league rules (provided no judicial order supercedes the rule) would almost certainly result in disapproval by the commissioner.¹⁷ There has at times been talk within the NFL of adopting rules requiring commissioner disapproval if a club agrees to put too much salary into deferred compensation (as the NBA does) or if certain types of statistically based bonus incentives are added (as Major League baseball does), but so far neither of these types of restrictions has been formally adopted. The one type of bonus provision which clubs informally know would not survive commissioner approval, and indeed might result in commissioner discipline against the club, is a "headhunter" bonus. A few years ago, former head coach Buddy Ryan allegedly promised his Philadelphia Eagles a bonus for whoever put an opposing quarterback out of the game. The invalidity of such bonuses is undoubtedly one position both the commissioner and the NFLPA can enthusiastically support.

17. This situation has not arisen in the NFL. However, such a "free agency" provision in Alvin Moore's 1977 contract with the Atlanta Braves was disapproved by National League President Charles Fenney under a clause similar to §19. This decision was upheld in arbitration to the extent the contract permitted Moore to avoid the rights of other teams under reserve system and waiver rules.

ATTACHMENT A

NFL PLAYER CONTRACT

THIS CONTRACT is between _____, hereinafter "Player," and _____, a _____ corporation (a Limited Partnership), hereinafter "Club," operating under the name of the _____ as a member of the National Football League, hereinafter "League." In consideration of the promises made by each to the other, Player and Club agree as follows:

1. **TERM.** This contract covers one football season, and will begin on the date of execution or April 1, 19____, whichever is later, and end on April 1, 19____, unless extended, terminated, or renewed as specified elsewhere in this contract.

2. **EMPLOYMENT AND SERVICES.** Club employs Player as a skilled football player. Player accepts such employment. He agrees to give his best efforts and loyalty to the Club, and to conduct himself on and off the field with appropriate recognition of the fact that the success of professional football depends largely on public respect for and approval of those associated with the game. Player will report promptly for and participate fully in Club's official pre-season training camp, all Club meetings and practice sessions, and all pre-season, regular-season and post-season football games scheduled for or by Club. If invited, Player will practice for and play in any all-star football game sponsored by the league. Player will not participate in any football game not sponsored by the League unless the game is first approved by the League.

3. **OTHER ACTIVITIES.** Without prior written consent of Club, Player will not play football or engage in activities related to football otherwise than for Club or engage in any activity other than football which may involve a significant risk of personal injury. Player represents that he has special, exceptional and unique knowledge, skill, ability, and experience as a 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 Club will have the right, in addition to any other right which Club may possess, to enjoin Player by appropriate proceedings from playing football or engaging in football-related activities other than for Club or from engaging in any activity other than football which may involve a significant risk of personal injury.

4. **PUBLICITY.** Player grants to Club and League, separately and together, the authority to use his name and picture for publicity and promotional purposes 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 in itself constitute an endorsement by Player of a commercial product. Player will cooperate with the news media, and will participate upon request in reasonable promotional activities of Club and the League.

5. **COMPENSATION.** For performance of Player's services and all other promises of Player, Club will pay Player a yearly salary of \$_____, payable as provided in Paragraph 6; such earned performance bonuses as may be called for in paragraph 24 of or any attachment to this contract; Player's necessary traveling expenses from his residence to training camp; Player's reasonable board and lodging expenses during pre-season training and in connection with playing pre-season, regular-season, and post-season football games outside Club's home city; Player's

necessary traveling expenses to his residence if this contract is terminated by Club; and such additional compensation, benefits and reimbursement of expenses as may be called for in any collective bargaining agreement in existence during the term of this contract. (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.)

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 as follows: If Player has not previously reported to any NFL club's official pre-season training camp in any year, he will be paid 100% of his yearly salary under this contract in equal weekly or bi-weekly installments over the course of the regular season period, commencing with the first regular season game played by Club. If Player has previously reported to any NFL club's official pre-season training camp in any year, he will be paid 10% of his yearly salary under this contract in equal weekly installments over the course of the pre-season period, commencing with the end of the first week of Club's official pre-season training camp as designated for Player and ending one week prior to the first regular season game played by Club, and 90% of his yearly salary in equal weekly or bi-weekly installments over the course of the regular season period, commencing with the first regular season game played by Club. If this contract is executed or Player is activated after the start of Club's official pre-season training camp, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary becoming due and payable after he is activated. If this contract is terminated after the start of Club's official pre-season training camp, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary having become due and payable up to the time of termination (prorated daily if termination occurs before one week prior to the first regular season game played by Club).

7. **DEDUCTIONS.** Any advance made to Player will be repaid to Club, and any properly levied Club 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 Club unless this contract specifically provides otherwise.

8. **PHYSICAL CONDITION.** Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination by the Club physician upon Club request, during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the Club physician about such condition. If Player fails to establish or maintain his excellent physical condition to the satisfaction of the Club physician, or make the required full and complete disclosure and good faith responses to the Club physician, then Club may terminate this contract.

9. **INJURY.** If Player is injured in the performance of his services under this contract and promptly reports such injury to the Club physician or trainer, then Player will receive such medical and hospital care during the term of this contract as the Club physician may deem necessary, and, in accordance with Club's practice, will continue to receive his yearly salary for so long, during the season of injury only and for no subsequent period, as Player is physically unable to perform the services required of him by this contract because of such injury. If Player's injury in the

performance of his services under this contract results in his death, the unpaid balance of his yearly salary for the season of injury will be paid to his stated beneficiary or, in the absence of a stated beneficiary, to his estate.

10. WORKMEN'S COMPENSATION. Any compensation paid to Player under this contract or under any collective bargaining agreement in existence during the term of this contract or under any collective bargaining agreement in existence during the term of this contract for a period during which he is entitled to workmen's compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workmen's compensation benefits due Player, and Club will be entitled to be reimbursed the amount of such payment out of any award of workmen's compensation.

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

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. If this contract is terminated by Club and either Player or Club so requests, Player will promptly undergo a complete physical examination by the Club physician.

13. INJURY GRIEVANCE. Unless a collective bargaining agreement in existence at the time of termination of this Contract by Club provides otherwise, the following injury grievance procedure will apply: If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the performance of his services under this contract, Player may, within a reasonable brief time after examination by the Club physician, submit at his own expense to examination by a physician of his choice. If the opinion of Player's physician with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by Club and Player or, if they are unable to agree, one selected by the League Commissioner on application by either party.

14. RULES. Player will comply with and be bound by all reasonable Club rules and regulations in effect during the term of this contract which are not inconsistent with the provisions of this contract or of any collective bargaining agreement in existence during the term of this contract. Player's attention is also called to the fact that the League functions with certain rules and procedures expressive of its operation as a joint venture among its member clubs and that these rules and practices may affect Player's relationship to the League and its member clubs independently of the provisions of this contract.

15. INTEGRITY OF GAME. Player recognizes the detriment to the League and professional football that would result from impairment of public confidence in the honest and orderly conduct of NFL games or the integrity and good character of NFL players. Player therefore acknowledges his awareness that if he accepts a bribe or agrees to throw or fix an NFL game; fails to promptly report a bribe offer or an attempt to throw or fix an NFL game; bets on an NFL game; knowingly associates with gamblers or gambling activity; uses or provides other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance; or is guilty of any other form of conduct reasonably judged by the League Commissioner to be detrimental to the League or professional football, the Commissioner will have the right, but only after giving Player the opportunity for a hearing at which he may be represented by counsel of his choice, to fine Player in a reasonable amount; to suspend Player for a period certain or indefinitely; and/or to terminate this contract.

16. EXTENSION. If Player becomes a member of the Armed Forces of the United States or any other country, or retires from professional football as an active player, or otherwise fails or refuses to perform his services under this contract, then this contract will be tolled between the date of Player's induction into the Armed Forces, or his retirement, or his failure or refusal to perform, and the later date of his return to professional football. During the period this contract is tolled, Player will not be entitled to any compensation or benefits. On Player's return to professional football, the term of this contract will be extended for a period of time equal to the number of seasons (to the nearest multiple of one) remaining at the time the contract was tolled. The right of renewal, if any, contained in this contract will remain in effect until the end of any such extended term.

17. RENEWAL. Unless this contract specifically provides otherwise, Club may, by sending written notice to Player on or before the April 1 expiration date referred to in Paragraph 1, renew this contract for a period of one year. The terms and conditions for the renewal year will be the same as those provided in this contract for the last preceding year, except that there will be no further right of renewal in Club and, unless this contract specifically provides otherwise, the rate of compensation for the renewal year will be 90% of the rate of compensation provided in this contract for the last preceding year. The phrase "rate of compensation" as used above means yearly salary, including deferred compensation, and any performance bonus, but excluding any signing or reporting bonus. In order for Player to receive 90% of any performance bonus under this contract he must meet the previously established conditions of that bonus during the renewal year.

18. ASSIGNMENT. Unless this contract specifically provides otherwise, Club may assign this contract and Player's services under this contract to any successor to Club's franchise or to any other Club in the League. Player will report to the assignee club promptly upon being informed of the assignment of his contract and will faithfully perform his services under this contract. The assignee club will pay Player's necessary traveling expenses in reporting to it and will faithfully perform this contract with Player.

19. FILING. This contract will be valid and binding upon Player and Club immediately upon execution. A copy of this contract, including any attachment to it, will be filed by Club with the League Commissioner within 10 days after execution. The Commissioner will have the right to disapprove this contract on reasonable grounds, including but not limited to an attempt by the parties to abridge or impair the rights of any other club, uncertainty or incompleteness in expression of the

parties' respective rights and obligations, or conflict between the terms of this contract and any collective bargaining agreement then in existence. Approval will be automatic unless, within 10 days after receipt of this contract in his office, the Commissioner notifies the parties either of disapproval or of extension of this 10-day period for purposes of investigation or clarification pending his decision. On the receipt of notice of disapproval and termination, both parties will be relieved of their respective rights and obligations under this contract.

20. DISPUTES. Any dispute between Player and Club involving the interpretation or application of any provision of this contract will be submitted to final and binding arbitration in accordance with the procedure called for in any collective bargaining agreement in existence at the time the event giving rise to any such dispute occurs. If no collective bargaining agreement is in existence at such time, the dispute will be submitted within a reasonable time to the League Commissioner for final and binding arbitration by him, except as provided otherwise in Paragraph 13 of this contract.

21. 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) by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender.

22. OTHER AGREEMENTS. This contract, including any attachment to it, sets forth the entire agreement between Player and Club and cannot be modified or supplemented orally. Player and Club represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them. The provisions of this contract will govern the relationship between Player and Club unless there are conflicting provisions in any collective bargaining agreement in existence during the term of this contract, in which case the provisions of the collective bargaining agreement will take precedence over conflicting provisions of this contract relating to the rights or obligations of either party.

23. LAW. This contract is made under and shall be governed by the laws of the State of _____.

24. SPECIAL PROVISIONS.[examples]

Player shall receive the additional sum of \$_____, if he is in the Top Ten (10) in Rushing in the N.F.L.

Player shall receive the additional sum of \$_____, if he makes the most number of receptions on the Club.

Player shall receive the additional sum of \$_____, if he is selected for and participates in the Pro-Bowl Game.

Player shall receive the additional sum of \$_____, if he is selected to the 1st or 2nd Team All-N.F.C. by AP or UPI.

Player shall receive the additional sum of \$_____, if he is a regular (starts seven (7) games OR plays 50% of the offensive or defensive plays) during league season AND Club wins Divisional Championship [or Conference Championship, or Super Bowl].

Player shall receive the additional sum of \$_____, if he is named "N.F.L. Player of the Year" by AP, PRO-FOOTBALL WEEKLY, FOOTBALL NEWS, or FOOTBALL DIGEST.

THIS CONTRACT is executed in triplicate this ____ day of _____,
19____. Player acknowledges that before signing this contract he was given the
opportunity to seek advice from or be represented by persons of his own selection.