**Federation of Professional Athletes Form Contract.**

 **APPENDIX B**

 **FEDERATION OF PROFESSIONAL ATHLETES**

**FORM CONTRACT**

[No longer in existence]

 **STANDARD CONTRACT: ADVISOR AND ATHLETE**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the "contract advisor" or "advisor") and (hereinafter called the "Professional Athlete" or "Athlete") whose address is shown below.

 **WITNESSETH:**

In consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

 **1. TERM**

The term of this Agreement shall begin on the date hereof and continue for the term of any player contract or series of contracts negotiated by Contract Advisor on Athlete's behalf and signed by the Athlete within one year of the date of this Agreement. The Athlete may terminate this Agreement at any time if:

A. Contract Advisor fails to disclose in writing to Athlete, prior to accepting representation of Athlete hereunder, as the case may be, the names and positions of any management personnel whom Contract Advisor has represented or is representing in matters pertaining to their employment by any club; or

B. Contract Advisor fails or refuses to negotiate in good faith on Athlete's behalf in individual contract negotiations with the club(s) desiring Athlete's services.

Such termination shall be effective upon the Athlete's giving written notice to such effect, either personally delivered or sent by pre-paid mail, to Contract Advisor's business address.

In the event that Contract Advisor fails to negotiate a Contract acceptable to Athlete and signed by him on or before the date which is one year after the date Athlete signs this Agreement, this Agreement shall automatically terminate as of such later date.

The revocation or suspension of Contract Advisor's Certification as an FPA Contract Advisor pursuant to the FPA Regulations Governing Contracts Advisors shall automatically terminate this Agreement.

 **2. CONTRACT NEGOTIATION SERVICES**

Advisor shall represent, advise, counsel and assist Athletes in the negotiation and execution of any and all contracts for the performance of Athlete's services as a professional athlete. Advisor agrees to consult with the Federation of Professional Athletes (FPA) and further agrees he will not advise Athlete to enter into any agreement without consultation with FPA. Advisor, acting in a fiduciary capacity, shall not have the authority to bind or commit Athlete, consistent with regulations established by Athlete's union or the FPA.

 **3. COMPENSATION**

Athletes shall pay to the Advisor for services rendered hereunder, a maximum of $\_\_\_\_\_ should Athlete agree to pay a percentage fee to Advisor, said percentage shall not exceed \_\_\_\_\_ percent of the first-year of Athlete's contract with his club; \_\_\_\_\_ percentage of the second year; \_\_\_\_\_ percent of the third year. Should Advisor achieve a skill guarantee n1 for Athlete, the percentage for year two shall be \_\_\_\_\_, and the percentage for year three shall be \_\_\_\_\_. Further, Advisor agrees the percentage shall not apply to the minimum or scale wage set forth in the applicable collective bargaining agreement, or to any other collectively bargained benefits. Advisor further agrees that he shall receive his fee as Athlete is paid.

Athlete shall pay Advisor or the parties shall establish an escrow arrangement wherein Athlete and Advisor deposit funds from the signing bonus equal to \_\_\_\_\_ percent of Athlete's first year contract. Advisor shall be paid from the escrow account as the Athlete is paid for services by the club. Should Athlete be released by his club before the Advisor's fee is paid, the balance of the escrow account shall revert to Athlete. FPA shall establish the escrow account should Athlete so request.

If Advisor charges by the hour, said hourly rate should be $\_\_\_\_\_. Should Advisor achieve only the minimum wage for Athlete under the applicable Collective Bargaining Agreement, his fee shall not exceed One Thousand Dollars $1,000.

Athlete shall make all such fee payments to Advisor within fifteen (15) days of receipt of a salary payment under any aforesaid player contract or in such annual installments as may be agreed between Athlete and Advisor. No such fee shall directly or indirectly be made payable or be paid to Advisor by Athlete's professional club or league and the amount of such fee shall neither be agreed upon nor discussed by Advisor with such professional club or league.

 **4. EXPENSES**

Athlete shall reimburse Advisor for travel and living expenses actually incurred by Advisor in an amount up to, but not to exceed, without the express prior consent of Athlete, One Thousand Dollars ($1,000) for negotiation of Athlete's contract. Athlete shall promptly pay all such expenses upon receipt of an itemized statement of expenses actually incurred by Advisor.

 **5. STANDARDS PRACTICES**

In the performance of the services hereunder, advisor shall abide by and conform to any and all uniform standards and practices published by the Federation of Professional Athletes. Advisor warrants he shall comply with applicable state and federal laws. Advisor agrees that should Athlete agree to a power of attorney agreement, said agreement shall first be reviewed and approved by FPA.

 **6. ARBITRATION**

The parties shall submit all disputes arising out of or relating to this Agreement to binding arbitration before the impartial arbitration panel created by the Federation of Professional Athletes. Any such arbitration shall be held in accordance with the rules of the American Arbitration Association.

 **7. NOTICES**

All notices hereunder shall be effective if sent by certified mail, postage prepaid, return receipt requested, as follows:

 To Advisor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 To Athlete: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 To the FPA: 1300 Connecticut Avenue, N.W.

Washington, D.C. 20036

202/463-2200

 **8. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the parties hereto and replaces or supersedes all prior agreements between the parties related to the same subject matter. This Agreement cannot be changed or extended orally.

 **9. GOVERNING LAW**

This Agreement shall be construed, interpreted and enforced according to the laws of the District of Columbia.

10. Contract advisor agrees to send a copy of this agreement to FPA within five (5) days of execution and to provide a copy to Athlete upon execution.

11. Should Athlete require other services such as investment counseling, tax advice or estate planning, a separate agreement shall be drafted between Athlete and Advisor.

EXAMINE THIS CONTRACT CAREFULLY

BEFORE SIGNING IT

IN WITNESS WHEREOF, the parties hereto have hereunder signed their names as hereinafter set forth.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contract Advisor

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Professional Athlete

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Parent or Guardian if Athlete

is under 21 years of age.

**FOOTNOTES:**

(n2)Footnote 1. If the contract is guaranteed, Advisor shall receive a bonus of an additional one percent.