

Appendix "A"
Canadian Football League
Standard Player Contract

BETWEEN:

.....a member of the Canadian Football League
(hereinafter called the "Club")

- and -

..... of the City/Town of in
the Province / State of
(hereinafter called the "Player")

IN CONSIDERATION of the mutual and respective covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. The term of this Contract shall be from the date of execution hereof until the 15th day of February following the close of the football season commencing in 19____, subject however to the right of prior termination as specified herein.

2. The Player agrees that during the term of this Contract he will play football and will engage in activities related to football only for the Club and will play for the Club in two Pre-Season games, and eighteen (18) regular season games and Canadian Football League playoff games and any other game approved by the Canadian Football League Players' Association; and the Club, subject to the provisions hereof, agrees during such period to employ the Player as a skilled football Player. The Player agrees during the term of this Contract to report promptly for the Club's training sessions and at the Club's directions to participate in all practice sessions.

3. For the Player's services as a skilled football Player during the term of this contract, and for his agreement not to play football, or engage in activities related to football, for any other person, firm, Club or corporation during the term of this contract and for the option hereinafter set forth giving the Club the right to renew this contract and for the other undertakings of the Player herein, the Club promises to pay the Player the sum of \$ Canadian Dollars to be payable as follows:

100% percent of said sum to be divided into eighteen (18) equal instalments and paid to the Player within forty-eight (48) hours of each regular season game whenever the Club schedule permits it to be practicable. It is understood between the parties hereto that payment to the Player by the Club for League Playoff Games will be made as hereinafter provided".

4. The Club shall be entitled to deduct from each and every payment made under any of the provisions of this Agreement, any amount required for the Player's income taxes and any other deductions required or authorized by law.

4A. The Player shall participate in the Canadian Football League Player's Pension Plan and the Club shall deduct and remit to the League such sums of money as may be required for the Player's contribution to the

plan; and the Club shall pay to the League such sums of money as may be required for the Club's contribution to the plan for the Player.

4B. The Club is hereby authorized and shall deduct the sum of \$55.00 for each regular season, play-off and Grey-Cup Game and each bye from compensation payable hereunder commencing with the first regular season game, play-off game, Grey-Cup Game or bye that the Player is on the Club Roster, Reserve List, or Disabled List and all monies so deducted shall be paid monthly by the Club to the Canadian Football League Player's Association. The Player hereby authorizes the Club and The Canadian Football League to allow access to The Canadian Football League Player's Association to all information provided for in Article 26 of the Collective Agreement.

4C. The Player authorizes and hereby consents to the Canadian Football League Players' Association using the Player's photograph, name, likeness, and autograph for commercial purposes.

5. The Club agrees to pay the proper and necessary travelling and reasonable board and lodging expenses whenever the Player is travelling in the services of the Club for games in other than the Club's home city, but when not so travelling, the Player shall pay his own expenses.

6. Prior to the start of each football season, the Player shall attend before the Club's Medical Committee for a complete physical and medical examination, and, shall answer completely and truthfully all questions asked of him with respect to his physical and medical condition, and, if, in the opinion of the said Medical Committee, the Player is not completely fit to participate in football activities, the Club shall either accept the Player or forthwith place the Player on waivers without recall. In the event that the Club does not accept the Player, the Club shall serve written notice upon the Player prior to the first Club practice for which the Player is available. In the event that the Club does not serve written notice, the Player shall be deemed to have been accepted by the Club. In the event that the Player disagrees with the findings of the said Medical Committee, the Player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract. If the Player is accepted and provided the Player has answered completely and truthfully all questions asked of him and has made full disclosure concerning any and all illnesses and injuries, then in the event of a subsequent injury and claim under Paragraph 20 and/or 21 made by the Player, the Club shall be estopped from raising by way of defence any prior existing condition or injury.

6A. If at any time during the term of this Contract, the Player is found by the Club's Medical Committee not completely fit to participate in football activities as a result of an injury or an illness which is unrelated to an activity performed by the Player in accordance with the terms of this Contract or any previous Contracts between the Player and the Club or any other Member Club in the Canadian Football League, the Club shall either forthwith place the Player on waivers without recall or place the Player on the C.F.L. Disabled List in accordance with the terms of the Collective Agreement. In the event that the Player disagrees with the findings of the said Medical Committee, the Player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract.

7. The Player agrees to be bound by and to comply with the rules and regulations as defined in Article 14 of the Collective Agreement; provided however, should any term or condition in the rules and regulations conflict

with any term or condition contained in the Collective Agreement, the term and condition contained in the Collective Agreement shall govern.

8. The Player agrees that should he at any time or times, or in any manner, fail to comply with the covenants or agreements on his part herein contained, the Club shall have the right for so long as he continues to fail to so comply, to suspend or discipline him. Further, should the Player at any time conduct himself in such manner, whether on or off the field so as to endanger or prejudice the interests of the Club, or fails to use his best effort to attain and maintain first class physical condition, excepting injuries or illnesses, then the Club shall have the right to discipline the Player by the imposition of a fine. In the case of a fine being imposed, the Club is authorized to deduct the amount of such a fine from any salary due or to become due to the Player under the provisions of the contract. In the event that the Player disputes the exercise of the right granted in the within paragraph, the Player may submit such dispute to arbitration in accordance with the arbitration system contained in the Collective Agreement.

9. The Player agrees to promptly pay any fine levied on him by the Canadian Football League's Commissioner, and failing such prompt payment the Club is authorized to pay same and deduct such amount from any salary due or to become due to the Player.

10. The Club shall have the right to terminate this contract upon notice to the Player if, in the opinion of the head coach and/or general manager:

- (a) the Player fails at any time during the term of this Contract to demonstrate sufficient skill and capacity to play football of the calibre required by the Club;
- (b) the Player's work or conduct in the performance of this Contract is unsatisfactory;
- (c) where there exists a limit to the number permitted of a certain class of Player and the Player, being within that class, should not be included amongst the permitted number; or
- (d) termination of this contract is in the best interest of the Club having regard for the competitiveness of the Club as a whole or the formation of a team with the greatest overall strength.

It is agreed by both parties that the Club's head coach and/or general manager, as the case may be, shall be the sole judge(s) as to the competency and satisfaction of the Player and his services and, in particular, as to the criteria set out in sub-paragraphs (a) to (d) of this paragraph.

11. Upon termination of this contract during the football season, the Player shall only be entitled to receive and the Club shall only be required to pay to the Player as compensation for services theretofore rendered hereunder, such portion of the total compensation for the regular season as provided in Paragraph 3 hereof, as the number of the regular season games already played bears to the total number of games scheduled for the Club for that season, and upon such termination the Club shall pay to the Player the balance of such compensation as then remains owing to the Player. Termination of this contract shall not be effective unless it is terminated in accordance with the terms and conditions contained in the Collective Agreement.

12. The Player promises and agrees that during the term of this contract he will not play football for any other person, firm, Club or corporation. The Player promises and agrees that during the term of this contract he will

not engage in activities related to football without the prior written consent of the Club, which consent shall not be unreasonably withheld.

13. The Player hereby represents that he has special, exceptional and unique knowledge, skill and ability as a football Player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages, and therefore agrees that the Club shall have the right, in addition to any other rights which the Club may possess, to enjoin him by appropriate injunction proceedings against playing football or engaging in activities relating to football in Canada or the United States of America, for any person, firm, Club or corporation, and against any other breach of this Contract.

14. It is mutually agreed that the Club shall have the right to sell, exchange, assign and transfer this Contract and the Player's services to any Club of the Canadian Football League provided that all monies payable by the Club to the Player pursuant to the terms of this Contract shall be paid by the Club to whom said Contract is assigned, and the Player agrees to accept such assignment and upon receipt of notification and direction, to report promptly to the assignee Club and faithfully to perform and carry out this Contract with the assignee Club as if it had been entered into by the Player with the assignee Club instead of with this Club, and the Player agrees that the assignee Club shall pay to the Club any amount owing by the Player at the time of such sale, exchange, assignment or transfer and shall be permitted to deduct such amount from salary due or to become due to the Player.

15. On or before the date of expiration of this Contract the Club may upon notice in writing to the Player addressed to his permanent home address as indicated hereunder, renew this Contract for a further term until the 15th day of February following the said expiration, on the same terms as are provided in this Contract except that (1) the Club may fix the rate of compensation to be paid by the Club to the Player during the said period of renewal and the rate of compensation shall not be less than one hundred (100%) percent of the amount set forth in Paragraph 3 hereof and one hundred (100%) percent of any bonus payment or payments payable except signing bonus, and (2) after such renewal this Contract shall not include a further option to renew the Contract. The renewal of this Contract shall be understood to include all bonus clauses regardless as to the year described therein and bonus payment or payments of any nature whatsoever except that signing bonuses will not be included.

16. It is mutually understood and agreed that if the operation of the Canadian Football League is suspended, this Contract shall immediately be terminated and the remuneration to be paid to the Player shall be on the basis as provided by Paragraph 11 herein.

17. The Player acknowledges the right and power of the Club, its officers and directors and/or the Canadian Football League's Commissioner to fine and/or suspend for the term of this Contract and/or terminate the Contract of any Player who accepts a bribe or who agrees to throw or fix a game, or bets on a game; and provided the Club, its officers and directors and/or the Canadian Football League's Commissioner have acted judiciously and reasonably, the Player hereby releases the said Canadian Football League's Commissioner and the Club and every officer, director and member of the Canadian Football League and the said Club, jointly and severally of and from any and all claims whatsoever he may have arising out of or in connection with the decision of the Canadian Football League's Commissioner or the Club, its officers and directors in any of the aforesaid cases. In the event the Player disputes the exercise of the right granted in the within paragraph, the Player may submit such dispute to arbitration in accordance with the Arbitration system contained in the Collective Agreement.

18. The Player agrees that during the playing season he will not permit his picture to be taken in Club uniform or assist in the coaching of any football team other than the Club without the written consent of the Club, which consent shall not be unreasonably withheld.

19. The Player agrees that his picture may be taken from time to time for still photographs, motion pictures, television or game action photographs in Club uniform at such times as the Club may designate and the Club shall be free to use in any media such pictures and the Player's name and biographical data for Club and League publicity purposes without the Player receiving remuneration therefor.

The parties agree that the Club shall have the right to permit any person, firm or corporation to display for commercial purposes pictures of the Player in Club uniform with the consent of the Player and the Player shall not allow either gratuitously or for remuneration any pictures of the Player in Club uniform to be used for any publicity or commercial purposes without the consent in writing of the Club first had and obtained. The parties further agree that no such pictures may be used for commercial purposes without the written authorization of the Player and the Player shall be entitled to negotiate remuneration payable to himself for the granting of such written authorization to be paid by any such person, firm or corporation and that further use of such pictures involving four or more Players of one or more Clubs in one commercial use shall be subject to the approval of both the Canadian Football League and the Canadian Football League Players' Association as the agent of such Players.

20. If the Player is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any Pre-Season game, regular season game, play-off game and Grey-Cup Game, the Club shall pay the Player's hospitalization and medical expenses necessarily incurred or arising from the injury provided that the hospital and doctors are selected by the Club, or if selected by the Player, are approved in writing by the Club which approval shall not be unreasonably withheld; the Club's obligation to pay such expenses shall continue until such time as the Club's doctor, or the doctor selected by the Player and approved by the Club, certifies in writing that the Player has sufficiently recovered from the injury to play football, or the first day of the training camp period in the year following the year in which the injury occurred, whichever event shall first occur; thereafter the Player relieves the Club from any and every additional obligation, liability, claim or demand whatsoever in connection with the injury, provided in no event is the Club, its servants or agents relieved from any negligence on the part of its servants or agents in the treatment of said injury, nor does the Player release the Club of any of its obligations arising under Paragraph 21 hereof.

21. It is further agreed that if the Player is a veteran and is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any Pre-Season game, regular season game, play-off game and Grey Cup Game; and the injury or injuries are such as to render him unfit to play skilled football during the current football season or any part thereof, the Club shall pay to the Player so long as the Player continues to be unfit to play skilled football, One Hundred (100%) percent of the salary and all other benefits to which the Player would be entitled pursuant to the provisions of this Contract and the Collective Agreement including payment for all Pre-Season

games, regular season games, play-off games, byes, Grey-Cup Game, in which the Club participates, it being understood and agreed that this obligation shall not extend beyond the day before the first day of the training camp period in the season following the current playing season. The Club shall be prohibited from terminating this Contract with the Player so long as the Player remains unfit to play skilled football until the day before the first day of the training camp period in the season following the current playing season. If the Club purports to terminate this Contract with the Player and if the Player maintains he is unfit to play skilled football, the Player may notify the Club in writing within ten (10) days from the date it became known or should have become known to the Player that the Contract had been purported to be terminated, and may within twenty (20) days from the date when it became known or should have become known to the Player that the Club has purported to terminate the Contract, submit to an examination by a neutral physician as agreed upon in accordance with the Collective Agreement. The Player hereby authorizes the Club to, and the Club shall, provide the neutral physician with copies to the Canadian Football League Players Association and the Canadian Football League Players Relations Committee, the medical history reports relating to the injury or injuries; and such medical history reports may contain all actions taken by the Club doctor, and the Club doctor's opinion as to whether the Player is or is not fit to play skilled football. The opinion of the neutral physician who examines the Player as to whether the Player is fit or unfit to play skilled football shall be conclusive and binding upon the Player and the Club. The expense of obtaining the opinion of such neutral physician shall be borne by the Club if his opinion agrees with that of the Player and by the Player if such opinion agrees with the position of the Club. If the Player is not a veteran, this clause shall not be applicable to any injury sustained prior to the playing of the first regular season game of the season but shall be applicable thereafter mutatis mutandis.

22. The Player represents to the Club that he is not under Contract or option to play football for any other Club in Canada or the United States of America during the term of this Contract, and that he has no contractual obligations which would prevent him from entering into the within Contract.

23. Should the Player become a member of the Armed Forces of either Canada or the United States of America, and be unable to perform the services as agreed herein, or should the Player retire from football, prior to the expiration of the term of this Contract, in either case, the Player shall be ineligible to play football for any other person, firm, club or corporation until the expiration date of this Contract or the termination of this Contract by the Club, whichever first occurs.

24. This agreement contains the entire Agreement between the parties and there are no oral or written inducements, promises or agreements except as contained herein.

25. If the Player is on the Club's Roster as registered with the Commissioner during the time the Club participates in a playoff game of the League, the Club shall pay to the Player bonus monies as described in the Collective Agreement.

26. This Agreement has been made under the laws of the Province/State of _____ and shall be governed by the laws of the said Province/State, but that in the event that the Agreement is assigned to a Club in a Province/State other than _____, any matter arising after the Agreement is assigned shall be governed by the laws of the Province/State in which the Assignee Club is located.

27. The Club agrees to pay to the Player the cost of economy air transportation from the Player's normal off-season residence to the City where the Club is situate for the purposes of the Player attending at training camp. In the event that the Player's Contract is terminated at any time prior to the end of the last regular season game, playoff game, or Grey Cup Game played by the Club, and in the event that the Player is not paid for all regular season games, playoff games and Grey Cup Game played by the Club, the Club shall pay to the Player the cost of economy air transportation from the City where the Club is situate to the place of the Player's normal off-season residence.

28. The Club and the Player agree that in the interpretation of this Contract, time shall be of the essence.

29. In this Contract the words "Collective Agreement" shall mean the Agreement between the Canadian Football League Player Relations Committee, representing the Member Clubs of The Canadian Football League and The Canadian Football League and the Canadian Football League Players' Association. The Club and the Player agree to be bound by the terms and conditions contained in the Collective Agreement.

30. THE CLUB AND THE PLAYER AGREE THAT UNLESS OTHERWISE STATED, ALL MONIES REFERRED TO HEREIN SHALL BE DEEMED TO BE IN CANADIAN CURRENCY.

IN WITNESS WHEREOF the Player has hereunto set his hand and seal and the Club has caused this Contract to be executed by its duly authorized officer or officers this _____ day of _____, A.D. _____.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Club

Per: _____

)
)
) **PLAYER**
)
)
)
)
) Player's permanent home
) address and telephone number