

ATHLETE / AGENCY AGREEMENT

This Athlete / Agency Agreement is entered into this ____ day of _____ 2011 ("Effective Date") by and between **xxx AGENCY**, with its principal office at ... ("AGENT"), and **John Smith**, [address] ("Player").

RECITALS

1. Player has requested that AGENT represent him as his exclusive athlete agency.
2. Under the rules and regulations of the [professional league and/pr player's association regulations, e.g. NBA, NFL, MLB], and of the [respective State legislation if applicable] applying to the representation of any athlete by any athlete agency, AGENT is required to have a written fee agreement with Player.
3. AGENT and Player have agreed on the terms and conditions of the representation and the fee arrangements, all as set forth below.

ATHLETE AGENCY AGREEMENT

1. TERM.

The term of this Agreement shall commence on Effective Date and shall expire one year thereafter, unless renewed in writing by AGENT and Player. Subject to the Player's obligations to AGENT set forth in Paragraph 3 below and elsewhere in this Agreement, either AGENT or Player shall have the right to terminate this Agreement on thirty (30) days written notice to the other at the address set forth in this Agreement.

2. SCOPE OF SERVICES.

a. Salary

Player and AGENT agree that AGENT shall represent Player as its exclusive athletic agency (excluding Player's Association staff) (i) to solicit and/or negotiate, on Player's behalf, employment with one or more United States professional [respective sports, e.g. baseball] teams ("Major League Club(s)") for a professional baseball contract, as those terms are defined under the [State] Labor Code, (ii) to solicit and/or negotiate, on Player's behalf, employment with one or more foreign professional baseball teams ("Foreign Club(s)") for a professional baseball contract at the time Player is a professional free agent, (iii) to represent Player in negotiations and arbitrations involving the individual salary and bonuses and special covenants to be included in such professional baseball contract, and (iv) to assist in the enforcement of such professional baseball contract. Player shall not be bound by the results of any contract negotiations unless Player approves and accepts the terms by executing an applicable professional sports contract.

b. Endorsements and Appearances

Player and AGENT agree that AGENT shall represent Player as its exclusive agent with respect to Product Endorsements and Public Appearances. On behalf of Player, AGENT shall solicit, review and evaluate offers for, and negotiate the terms of contracts for, Product Endorsements and Public Appearances. Player agrees to forward to AGENT all offers with respect to Product Endorsements and Public Appearances that come to the attention of Player.

c. Other Services

If Player requests, AGENT shall provide Player with referrals to, and shall assist Player in the evaluation and selection of, qualified professionals in the fields Tax and Financial Planning, Asset Management and Investment Counseling, Estate Planning and Other Forms of Legal Advice and Assistance and/or Professional Counseling.

3. AGENCY REMUNERATION

a. Baseball Contracts.

i. Major League Clubs. Subject to the provisions of subparagraphs (b) and (g) below, Player agrees to pay to AGENT a declining percentage fee on all money and other consideration received by Player annually as a result of the provisions of any professional baseball contract entered into by Player (or obtained as a result of salary arbitration) with a Major League Club during the term of this Agreement, as follows:

- A. For the first \$ 3,000,000, the fee is 4%
- B. For the next \$ 1,000,000 (\$ 3,000,001 to \$ 4,000,000), the fee is 3 ½ %;
- C. For the next \$ 1,000,000 (\$ 4,000,001 to \$ 5,000,000) the fee is 3 %;
- D. For the next \$ 2,000,000 (\$ 5,000,001 to \$ 7,000,000), the fee is 2 ½ %;
- E. For the next \$ 2,000,000 (\$ 7,000,001 to \$ 9,000,000), the fee is 2 %; and
- F. For any amounts over \$ 9,000,001, the fee is 1 ½ %

For purposes of this Paragraph, the term "money and other consideration" shall include: (i) the salary stated in the contract; (ii) all incentive and award bonus compensation actually earned by Player; (iii) all deferred compensation paid to Player; and (iv) any other amounts paid under the terms of the contract. The term "money and other consideration" as defined by this Paragraph shall not include: (i) signing bonuses; (ii) World Series shares; (iii) League Championship Series shares; or (iv) payments based upon the final league standing of the Player's team.

ii. Foreign Clubs

Player agrees to pay to AGENT a fee equal to seven and one-half percent (7 ½ %) of all money and other consideration received by Player as a result of the provisions of any professional baseball contract entered into by Player (or obtained as a result of salary arbitration) with a Foreign Club during the term of

this Agreement. For purposes of this Paragraph, the term “money and other consideration” shall include: (i) the salary stated in the contract; (ii) any signing bonus paid under the contract (iii) all incentive and award bonus compensation actually earned by Player; (iv) all deferred compensation paid to Player; and (v) any other amounts paid under the terms of the contract.

b. Signing Bonus

Player agrees to pay to AGENT a fee equal to five percent (5 %) of any signing bonus received by Player as a result of a provision of any professional baseball contract entered into by Player with a Major League Club during the term of this Agreement.

c. Endorsements and Appearances

Player agrees to pay to AGENT a fee equal to ten percent (10 %) of all (i) cash and (ii) the value of all merchandise received by Player as a result of all contracts entered into by Player for Product Endorsements and Appearances during the term of this Agreement.

d. Other Services

Player shall pay to AGENT no fee for Other Services as described in sec. 2.c above.

e. Fees Due on Receipt

Any fees earned by AGENT under Paragraphs 3(a), 3(b) or 3(c) of this Agreement shall be due and payable upon receipt by Player of the amount(s) on which the fee is based, plus interest at the legal rate until paid and shall be payable to AGENT at its principal office listed above.

f. Payment of Fees and Expenses on Termination

If Player elects to terminate this Agreement, Player shall pay to AGENT, upon demand, the following: (i) all entered into by Player during the term of this Agreement, and (B) for any contract entered into by Player within ninety (90) days of termination of this Agreement, in which an offer was obtained on Player's behalf by AGENT during the term of this Agreement; and (ii) all outstanding expenses under Paragraph 4 below.

g. No Fee for Contracts Not Exceeding the Major League Minimum Salary

No fee shall be charged pursuant to Paragraph 3 (a)(i) of this Agreement when Player enters into a professional baseball contract negotiated by AGENT with a Major League Club providing for money and other consideration that does not exceed the minimum salary guaranteed for the particular contract year (the “Minimum Salary”) as established by the then operative Basic Agreement between the Major League Clubs and the MLBPA (the “Basic Agreement”). Where the money and other consideration provided for in such contract exceed the Minimum Salary, any fees charged by AGENT shall be limited to an amount which, when subtracted from such contract amount, results in a net salary to the Player of not less than the Minimum Salary. The fee restriction set forth above shall not apply where the Player is a professional free agent at the time that AGENT negotiates Player's contract.

4. REIMBURSEMENT OF EXPENSES

Player agrees to reimburse AGENT for all expenses advanced to or on behalf of Player, plus interest at the legal rate until paid.

5. CONTROVERSIES AND DISPUTES

If Player is on a Major League Club's 40-man roster at the time this Agreement is entered into, all controversies and disputes arising between AGENT and Player as to the existence, validity, meaning, construction, interpretation, performance, enforcement or termination of this Agreement, shall be resolved exclusively through final and binding arbitration pursuant to Section 5(A) of the Regulations of the MLBPA Governing Player Agents (the "MLBPA Regulations").

6. APPROVAL

The form of this Agreement has been reviewed by the MLBPA for determination that it is in accordance with MLBPA Regulations and shall be interpreted in accordance with such MLBPA Regulations. Player understands that Section 4(B) of the MLBPA Regulations requires that if Player is on a Major League Club's 40-man roster, an executed copy of this Agreement will be provided by AGENT to the MLBPA within thirty (30) days of the date it is executed. If, at the time of execution of this Agreement, Player is not on such 40-man roster, but later, during the term of this Agreement or any written renewal of it, Player is placed on such 40-man roster, Player understands that Section 4(E) of the MLBPA Regulations provide that this Agreement will not be enforceable unless it is re-executed by the Player as a 40-man player.

7. REPRESENTATIONS AND WARRANTIES

a. Certification

AGENT represents that any of its employees and representatives who engage in salary or contract negotiations on behalf of Player will be certified as Player Agents by the MLBPA.

b. Authorized Signature

Pursuant to Section 4(C) of the MLBPA Regulations, any person signing this Agreement on behalf of AGENT represents that he is authorized to agree and hereby agrees, on behalf of AGENT, that AGENT will comply with the applicable provisions of Sections 3(A)(3), 3(A)(7), 3(B)(2), 3(B)(3), 3(B)(4), 4(B) and 4(D)-(G) of the MLBPA Regulations and any amendments thereto.

8. ENTIRE AGREEMENT

This Agreement contains the full, complete, and entire agreement and understanding of the parties, and supersedes and replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral.

9. ENFORCEABILITY

In the event any provision of this Agreement is determined to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity of the remaining portions of this Agreement.

WARNING TO STUDENT ATHLETE:

If you sign this contract:

1. You may lose your eligibility to compete as a student athlete in your sport.
2. If you have an athletic director, within 72 hours after entering into this contract or before your next scheduled athletic event, whichever occurs first, both you and your athlete agent must notify your athletic director. Failure to do so may result in significant civil liability.
3. You may cancel this contract within 14 days after signing it.

However, cancellation of this contract may not reinstate your eligibility.