**Code of Conduct for NFLPA Member Contract Advisors.**

CODE OF CONDUCT FOR

NFLPA MEMBER CONTRACT ADVISORS

Contains:

 Code of Conduct

 Application for Member Contract Advisor

 Representation Agreement

As Adopted in 1990 by NFLPA Board of Player Directors and Executive Committee.

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INTRODUCTION

On November 6, 1989, the NFLPA renounced its right to act as the exclusive collective bargaining agent for NFL players and also ceased to function as a labor organization. The NFLPA reconstituted itself as a professional association dedicated in part to protecting the individual contracting rights of professional football players. As a result of this action, the competence with which an agent performs his or her job in representing an NFL player has gained increased importance. Accordingly, the NFLPA Board of Directors and the Executive Committee of this new association voted to promulgate a new set of rules for Member Contract Advisors entitled the Code of Conduct for NFLPA Member Contract Advisors.

If an agent elects to become an NFLPA Member Contract Advisor, he must follow the Code of Conduct established herein. Membership as a Contract Advisor is totally voluntary, but once an agent joins he can be expelled for a failure to adhere to the Code.

Our Association is dedicated to assisting NFL players in acquiring the best possible individual representation. We are of the opinion that agents who decide to become Member Contract Advisors and adhere to this Code of Conduct will help improve the quality of the services that they provide their player/clients.

Any agent who was either certified or provisionally certified as a Contract Advisor under the NFLPA Regulations Governing Contract Advisors, is hereby granted automatic membership under this Code of Conduct upon timely payment of the 1990 membership fee. By paying this fee, the Member Contract Advisor agrees to follow this Code of Conduct. However, any agent who was either certified or provisionally certified under the NFLPA Regulations who fails to make a timely payment of their 1990 membership dues and subsequently decides to become a Member Contract Advisor, will be required to apply for membership and submit an application fee.

The effective date of this Code of Conduct is April 1, 1990.

|  |  |
| --- | --- |
| Mike Kenn  President, NFLPA | Gene Upshaw  Executive Director, NFLPA |

ADOPTED

CODE OF CONDUCT FOR

NFLPA MEMBER CONTRACT ADVISORS

The Board of Player Directors of the National Football League Players Association hereby adopts the following Code of Conduct to govern the representation of NFL players in individual contract negotiations with the employer/clubs of the National Football League. Membership as an NFLPA Member Contract Advisor is voluntary. However, by adopting this Code, the Board of Directors recognizes the extreme importance that having an organization and a Code of Conduct for agents has in obtaining quality representation for NFL players in individual contract negotiations with NFL clubs. The Board therefore recommends that all NFL players use only those agents who are NFLPA Member Contract Advisors in good standing, since it is in the player's best interests to do so.

Persons serving or wishing to serve as an NFLPA Member Contract Advisor pursuant as an NFLPA Member Contract Advisor pursuant to this provision, which persons are herein referred to as "Member Contract Advisors," shall be governed by this Code of Conduct.

SECTION 1: SCOPE OF CODE OF CONDUCT

For purposes of this Code of Conduct, the term "NFL player" shall be defined as anyone eligible to play in the National Football League. This would specifically include players who are about to enter their rookie season in the NFL.

The following shall be considered activities or conduct of Member Contract Advisors which are governed by this Code of Conduct:

A. Negotiating compensation and other benefits for player/clients in individual contract negotiations with NFL clubs;

B. Negotiating and drafting of special provisions which are inserted into the player contract form signed by individual players;

C. The giving of advice, counsel and information to individual players and the sharing of information with the NFLPA in the context of negotiating with or preparing for negotiations with NFL clubs, or in enforcement of the contracts which the Member Contract Advisor negotiates;

D. The handling of player funds paid to or on behalf of players as compensation for NFL playing services;

E. Providing tax counseling and preparation services, financial advice and investment services to individual players; and

F. Any other activity or conduct which directly bears upon the Member Contract Advisor's integrity, competence, or ability to properly represent individual NFL players in individual contract negotiations.

SECTION 2: REQUIREMENTS FOR MEMBERSHIP

A. Application

Any person desiring to obtain membership as a Member Contract Advisor must file a verified Application for Membership as a Contract Advisor in the form attached as Exhibit A, along with an application fee payment of $400. Membership shall be granted hereunder only to individual persons, not to any firm, company, corporation or other entity.

B. Compliance with the Code of Conduct

Upon the filing of an Application for Membership, the applicant shall be deemed to have voluntarily agreed that:

(1) He or she shall follow this Code of Conduct, and shall not evade, violate, or circumvent, either directly or indirectly, this Code of Conduct; and

(2) Any membership issued by the NFLPA hereunder may be revoked if it is discovered that the application contained false or misleading statements of a material nature.

C. Action on Application

Within forty-five (45) days of the filing of an Application for Membership, the NFLPA shall determine whether membership shall be granted to the applicant. This period may be extended for an additional thirty (30) days upon written notification to the applicant within the initial forty-five (45) day period. Grounds for denial of membership shall include, but not be limited to, the following:

(1) Prior conduct of the applicant involving fraud, misrepresentation, embezzlement, misappropriation of funds, or theft;

(2) Making false or misleading statements of a material nature in the Application for Membership;

(3) Any other conduct which adversely affects the competence, credibility, or integrity of the applicant in serving as an NFLPA Member Contract Advisor.

In the event that an application is dented by the NFLPA pursuant to this section, the applicant may appeal such action to the Arbitrator pursuant to Section 4 of this Code of Conduct. Such appeal shall be made by filing written notice of appeal with the NFLPA and the Arbitrator within thirty (30) days of his or her receipt of the notice denying the Application for Membership. Such appeal shall be decided in accordance with the procedures outlined in Section 4 of this Code of Conduct.

D. Form of Membership Certificate

Upon approval of an applicant's Application for Membership as an NFLPA Member Contract Advisor, the Member Contract Advisor shall receive a written Membership Certificate in the form attached hereto as Exhibit B. Such membership, however, shall not be considered in any way as conferring liability upon the NFLPA for any acts or conduct of the Member Contract Advisor, whether or not such acts or conduct fall within the activities governed by this Code of Conduct.

E. Membership

In order to maintain a valid membership as a Member Contract Advisor, a Member Contract Advisor must pay to the NFLPA an annual membership fee of $200. Any Member Contract Advisor whose membership lapses as a result of non-payment of annual fees or a failure to attend an annual seminar, may apply for reinstatement. The reinstatement will require payment of the fees in arrears, if any, along with an additional $400 application fee.

The Member Contract Advisor may continue to represent himself as a Member Contract Advisor subject to his or her continued compliance with this Code of Conduct. The Member Contract Advisor shall be solely responsible and liable for, and shall hold the NFLPA harmless from, any damages or claims arising from his or her activities as a Member Contract Advisor.

SECTION 3: CODE OF CONDUCT

A. Agreements Between Member Contract Advisors and Players

(1) Form of Agreement

Any Member Contract Advisor who is requested by an NFL player to act as his representative in individual contract negotiations with any NFL club shall first sign a written agreement with the player in the form attached hereto as Exhibit C. (Hereinafter Representation Agreement) A new Representation Agreement must be signed by the Member Contract Advisor and player prior to any new negotiations for NFL player contracts, whether or not a player's previous NFL contracts have been terminated.

A copy of the executed agreement shall be mailed to the NFLPA within thirty (30) days of execution. If a copy of the executed agreement is not submitted to the NFLPA within thirty (30) days, the agreement will become unenforceable by the Member Contract Advisor, but shall continue to be enforceable by the player, at his option. A player may make an agreement with a Member Contract Advisor which is more, but not less, favorable to the player than the Representation Agreement contained in Exhibit C.

Member Contract Advisor hereby agrees that he or she will not enter into and will not seek to enforce any agreements which are not in writing or which are not in compliance with this Code of Conduct; and no Member Contract Advisor shall seek to assert any claim for compensation on a basis other than what is specified in his or her written agreement with the player.

(2) Representing Management Personnel

Any Member Contract Advisor who represents or has represented NFL management personnel in matters pertaining to their employment by or association with any NFL club must attach a written list of all his or her management clients to every representation agreement he or she executes with an NFL player/client. A copy of that list must also be forwarded to the NFLPA.

In addition, a Member Contract Advisor shall notify each of his or her player/clients in writing should the Member Contract Advisor acquire any new management clients subsequent to the signing of the player agreement. A copy of this supplemental list shall also be forwarded to the NFLPA.

(3) Contract Advisor's Compensation

No Member Contract Advisor shall seek to recover any fee for his or her services until and unless the player receives the compensation upon which the fee is based. However, a Member Contract Advisor may enter into an agreement with a player to pay the Member Contract Advisor a fee advance on deferred compensation due and payable to the player. Such fee advance should only be collected by the Member Contract Advisor after the player has performed the services necessary under his contract to entitle him to the deferred compensation. Such an agreement between a Member Contract Advisor and a player should be in writing, with a copy sent by the Member Contract Advisor to the NFLPA.

B. Member Contract Advisor's Conduct

It is of utmost concern to the NFLPA and its player members that persons serving as Member Contract Advisors hereunder conduct themselves in a manner which will assure the most effective representation possible in individual contract negotiations, and avoid any conflict of interest which could potentially compromise the best interests of NFL players.

(1) General

Therefore, a Member Contract Advisor agrees

(a) Disclose upon request all information relevant to his or her qualifications to serve as a Member Contract Advisor including: educational background, special training, experience in negotiations, past representation of professional athletes, and relevant business associations or memberships in professional organizations;

(b) Maintain the highest degree of integrity and competence in individual negotiations with NFL clubs;

(c) Become and remain sufficiently educated in the areas of league structure and economics, the NFL Constitution and Bylaws, basic negotiating techniques, and developments in sports law and related subjects;

(d) Fully comply with applicable state and federal laws, including state statutes regulating agents;

(e) Fully comply with this Code of Conduct and amendments hereto;

(f) Attend at least once annually, an NFLPA briefing on individual contract negotiations;

(g) Notify the NFLPA in writing of the commencement of negotiations with an NFL club on behalf of a player/client. The written notification shall include the name and current address of the player/client, along with the club(s) involved. (This filing is in addition to and does not replace the requirement that a copy of the representation agreement between the Member Contract Advisor and player to be filed with the NFLPA within thirty (30) days of execution. See: Section 3A); and

(h) After concluding negotiations with an NFL club, send copies of the newly signed NFL contracts to the NFLPA within ten (10) days of the signing of those contracts.

(2) Improper Conduct

An NFLPA Member Contract Advisor agrees that he or she shall not:

(a) Hold or seek to hold, either directly or indirectly, a financial interest in any professional football team;

(b) Fail to disclose in writing to a player, prior to accepting representation of such player, the names and current positions of any NFL management personnel whom he or she has represented or is representing in matters pertaining to their employment by or association with any NFL team;

(c) Engage in any other activity which creates an actual or potential conflict of interest with the effective representation of NFL players;

(d) Fail to keep the NFLPA informed on a periodic basis of the developments in negotiation with NFL clubs involving individual players, or concealing material facts from the NFLPA or the player involved which relate to the subject of the individual negotiations in question;

(e) Enter into an agreement with an NFL club that prohibits the Member Contract Advisor or player from providing the NFLPA with copies of any contracts signed between the NFL club and the player; and

(f) Engage in unlawful conduct and/or conduct involving material dishonesty, fraud, deceit, misrepresentation, or other conduct which reflects adversely on his or her fitness as a Member Contract Advisor or jeopardizes his/her effective representation of NFL players.

(3) Improper Solicitation

An NFLPA Member Contract Advisor agrees that he or she shall not:

(a) Provide or offer to provide anything of significant value to a player in order to become the Member Contract Advisor for such player;

(b) Provide or offer to provide anything of significant value to any other person in return for a personal recommendation of the Member Contract Advisor's selection by a player;

(c) Provide materially false or misleading information to any person in the context of solicitation for selection as the Member Contract Advisor for any player;

(d) Use titles or business names which imply the existence of professional credentials which he or she does not actually possess; and

(e) Solicit or accept anything of value from any club or other NFL management personnel for his or her personal use or benefit.

SECTION 4: OVERSIGHT AND COMPLIANCE PROCEDURE

A. Disciplinary Committee

The President of the NFLPA shall appoint a three-person Disciplinary Committee which shall be charged with the responsibility of initiating disciplinary procedures against Member Contract Advisors who violate this Code of Conduct. The Disciplinary Committee shall consist of active or retired NFL players chosen at the discretion of the President. The Staff Counsel of the NFLPA shall serve as a non-voting advisor to the Committee.

B. Complaint: Filing

Disciplinary proceedings against any Member Contract Advisor shall be initiated by the filing of a written complaint against the Member Contract Advisor by the Disciplinary Committee. Such complaint shall be based upon verified information received by the Disciplinary Committee from any person having knowledge of the action or conduct of the Member Contract Advisor in question, including players, other Member Contract Advisors, NFLPA staff, or other persons associated with professional football.

The complaint shall be sent to the Member Contract Advisor by prepaid certified mail addressed to the Advisor's business office, or may be hand-delivered to the Advisor personally at his or her business address. The complaint shall contain a specific description of the action or conduct giving rise to the complaint, and make reference to the Code Section(s) alleged to have been violated.

A complaint must be filed by the Disciplinary Committee within one year from the date of the occurrence of the facts which give rise to the complaint, or within one year from the date on which the facts became known to the Disciplinary Committee, whichever is later. Except that the filing deadline for initiating a disciplinary complaint arising out of facts which are the subject of a Section 5 grievance shall be extended to one year from the date of the Arbitrator's final decision in the Section 5 grievance.

C. Answer

The Member Contract Advisor against whom the complaint has been filed shall have twenty (20) days in which to file a written answer to the complaint. Such answer shall be personally delivered to the offices of the NFLPA or sent by prepaid certified mail in care of the NFLPA Staff Counsel. The answer must contain admissions or denials as to the facts alleged in the complaint, and shall also assert any facts or arguments which the Member Contract Advisor wishes to state in his or her defense.

D. Disciplinary Action

Within ten (10) days after receipt of the answer, the Disciplinary Committee shall inform the Member Contract Advisor in question as to the nature of the discipline, if any, which the Committee intends to impose, which discipline may include one or more of the following:

(1) Issuance by the Committee of an informal order of reprimand to be retained in the Member Contract Advisor's file at the NFLPA offices;

(2) Issuance of a formal letter of reprimand which may be made public through any NFLPA publication;

(3) Revocation of the Contract Advisor's Membership hereunder.

The Disciplinary Committee may extend the time for determining disciplinary action beyond the ten-day period referred to above by providing written notification to that effect to the Member Contract Advisor; provided, however, that the Disciplinary Committee must inform the Member Contract Advisor of its intended action no later than the 30th day following the NFLPA's receipt of the answer.

E. Appeal

The Member Contract Advisor against whom a complaint has been filed under this Section may appeal the Disciplinary Committee's disciplinary action to the outside Arbitrator by filing written notice of appeal with the Arbitrator within twenty (20) days following his or her receipt of notification of the disciplinary action. The filing of an appeal shall result in an automatic stay of any disciplinary action.

Within thirty (30) days of receipt of the notice of appeal, the Arbitrator shall set a time and place for a hearing on the appeal, which hearing shall take place in Washington, D.C. or New York unless the convenience of the parties involved, in the sole discretion of the Arbitrator, compels selection of a different site for the hearing.

F. Arbitrator

The Executive Committee of the Board of Directors of the NFLPA shall select a person with sufficient experience in arbitration of issues in either the sports or entertainment business to serve as the outside Arbitrator. The Arbitrator selected shall be someone other than the Arbitrator selected to hear grievances filed under Section 5 of this Code of Conduct.

G. Conduct of Hearing

At the hearing of any appeal, the NFLPA shall first present, through testimony or otherwise, any evidence concerning the Member Contract Advisor's action or conduct alleged to be in violation of this Code of Conduct. The Member Contract Advisor shall then have the opportunity to respond with any evidence, either through testimony or otherwise, in support of his or her defense. Such hearing shall be conducted in accordance with the hearing procedures used by the American Arbitration Association. At the close of the hearing or within ten (10) days thereafter, the Arbitrator shall issue a decision on the appeal, which decision shall either affirm, vacate, or modify the action of the Disciplinary Committee. No modification of such discipline, however, may result in more severe discipline than is contained in the Disciplinary Committee's action.

The decision of the Arbitrator will constitute full, final and complete disposition of the dispute, and will be binding upon the Member Contract Advisor involved, and the NFLPA. However, the Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this Code of Conduct or any other applicable document, and no decision of the Arbitrator shall prevent or preclude subsequent amendment of this Code of Conduct in manner which would compel a different result in subsequent disciplinary cases.

H. Time Limits; Costs

Each of the time limits set forth in this Section may be extended by mutual written agreement of the parties involved.

The fees and expenses of the Arbitrator and transcript costs, if any, will be borne by the NFLPA. Each party will bear the cost of its own witnesses, counsel, and the like. If and when the Arbitrator compels payment of money by the Member Contract Advisor, such payment shall be made within ten (10) days of receipt of the Arbitrator's Award.

SECTION 5: ARBITRATION PROCEDURE

A. Disputes Between Member Contract Advisors and Players

Any dispute between an NFL player and a Member Contract Advisor concerning: (1) The conduct of individual negotiations by a Member Contract Advisor, (2) the payment of fees due or allegedly due by any player to a Member Contract Advisor, or (3) other activities of the Member Contract Advisor within the scope of this Code of Conduct, shall be resolved exclusively in accordance with the procedures set forth in this Section. All time limitations in this Section may be extended by mutual agreement of the parties involved.

B. Filing

The arbitration of a dispute under this Section shall be initiated by the filing of a written grievance by an NFL player, or a Member Contract Advisor. Any such grievance must be filed within six months from the date of the occurrence or non-occurrence upon which the grievance is based or within six months from the date on which the facts of the matter became known or reasonably should have become known to the grievant, whichever is later. A player need not be under contract to an NFL club at the time a grievance relating to him hereunder arises or at the time such grievance is initiated or processed.

A player may initiate a grievance against a Member Contract Advisor by sending the written grievance by prepaid certified mail to the Member Contract Advisor's business address or by personal delivery at such address. A Member Contract Advisor may initiate a grievance against a player by sending a written grievance by certified mail to the player and furnishing a copy thereof to the NFLPA, or by personal delivery to the player with a copy to the NFLPA.

The written grievance shall set forth the facts and circumstances giving rise to the grievance and a description of the relief sought. If a grievance is filed by a player hereunder without a copy being provided to the NFLPA, the Member Contract Advisor must promptly send a copy thereof to the NFLPA.

C. Answer

The party against whom a grievance has been filed will answer in writing by certified mail or personal delivery within ten (10) days of receipt of the grievance. The answer will set forth admissions or denials as to the facts alleged in the grievance and shall also recite the position or arguments of the respondent in defense of his or her position. The respondent must provide a copy of the answer to all other parties, and the NFLPA.

D. Arbitrator

The Executive Committee of the Board of Directors of the NFLPA shall select a person with sufficient experience in arbitration of issues in either the sports or entertainment business to serve as the outside Arbitrator hereunder.

E. Hearing

Thirty (30) days after the receipt of a grievance pursuant to this Section, the NFLPA shall provide the Arbitrator with copies of the grievance, answer, and all other relevant documents. The Arbitrator shall then select a time and place for a hearing on the dispute, giving due consideration to the convenience of the parties involved and the degree of urgency for resolution of the dispute. Upon written request from either party prior to the hearing, the NFLPA shall provide the parties copies of documents in its possession which are relevant to the dispute. These documents, if requested shall include but not be limited to, NFL player contracts, other salary information, and Representation Agreements.

At the hearing, all parties to the dispute and the NFLPA will have the right to present, by testimony or otherwise, any evidence relevant to the grievance. At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a written decision. Such decision shall constitute full, final and complete disposition of the grievance, and will be binding upon the player and Member Contract Advisor involved, provided, however, that the Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this Code of Conduct or any other applicable document.

F. Costs

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including fees and expenses of the Arbitrator, will be borne equally between the parties to the grievance; provided, however, that the Arbitrator may assess some or all of a party's costs to an opposing party if he or she deems the grievance or appeal to be frivolous in nature. If the Arbitrator grants a money award, it shall be paid within ten (10) days.

SECTION 6: EFFECTIVE DATE; AMENDMENTS

The effective date of this Code of Conduct shall be April 1, 1990. This Code of Conduct may be amended from time to time by action of the NFLPA Board of Player Directors.

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

EXHIBIT A

APPLICATION FOR MEMBERSHIP AS AN

NFLPA MEMBER CONTRACT ADVISOR

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(full name)

(Social Security Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

(business name) (address) (zip) (telephone)

hereby apply for membership as an NFLPA Member Contract Advisor pursuant to the Code of Conduct for NFLPA Member Contract Advisors. I recognize that the NFLPA is neither a collective bargaining agent for NFL players nor a labor organization, but rather is a professional association dedicated in part to protecting the individual contracting rights of professional football players.

By making and signing this application, I voluntarily agree to be bound by and conform to the Code of Conduct. I ask that my answers to the following questions be considered as part of this application. I recognize that making false or misleading statements of a material nature in this application may lead to denial or revocation of my membership as an NFLPA Member Contract Advisor.

I also agree that all statements, agreements, and representations made in this application are made for the benefit of the NFLPA and its player members, both present and future, and that the information herein may be provided by the NFLPA to NFL players who request it.

I agree that if I am granted membership I will save and hold harmless the NFLPA, its officers, employees, and representatives from any liability whatsoever resulting from my acts of commission or omission in providing services to any player in connection with his individual compensation negotiations with an NFL club or in connection with any subsequent enforcement of such individual contract.

PLEASE ANSWER ALL QUESTIONS THOROUGHLY

1. General

a. Have you ever been known by any other name or surname?

[ ] yes [ ] no If so, state all names used and when used:

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

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

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

If a married woman, please give maiden name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Date of birth \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ c. Birthplace \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Education

a. Law or other graduate school attended:

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

(school) (city & state)

Dates of attendance: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(month & year) (month & year)

Degree \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date awarded \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Colleges and Universities attended:

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

(name) (city & state) (dates attended) (degree)

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

(name) (city & state) (dates attended) (degree)

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

(name) (city & state) (dates attended) (degree)

c. High School attended:

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

(name) (city & state) (date of graduation) (degree)

3. Current Occupation/Employment

a. I am currently: (check one)

 employed by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

(name of employer) (address) (telephone)

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

(dates of employment)

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

(nature of employment)

 self-employed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

(name of business) (address) (telephone)

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

(dates business started)

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

(nature of business)

b. Please list below the names of employers, addresses, positions held, and dates of all employment you have had the past five years:

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

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

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

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

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

4. Lawyers and Law Graduates (If not applicable go to Section 5.)

a. Have you been admitted to the Bar in any jurisdiction?

[ ] yes [ ] no If yes, please list jurisdictions and dates of admission:

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

(jurisdiction) (date of admission)

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

(jurisdiction) (date of admission)

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

(jurisdiction) (date of admission)

b. Do you have any applications for Bar admission currently pending? [ ] yes [ ] no

If yes, please state where you have applied and the status of that application:

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

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

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

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

c. Have you ever been disbarred, suspended, reprimanded, censured, or otherwise disciplined or disqualified as an attorney? [ ] yes [ ] no If yes, please describe each such action, the dates of occurrence, and the name and address of the authority imposing the action in question:

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

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

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

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

d. Are any charges or complaints currently pending against you regarding your conduct as an attorney? [ ] yes [ ] no If yes, please indicate the nature of the charge or complaint and the name and address of the authority considering it:

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

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

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

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

e. Has your right to practice before any governmental office, bureau, agency, commission, etc., ever been disqualified, suspended, withdrawn, denied or terminated? [ ] yes [ ] no If yes, please explain fully:

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

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

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

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

5. All Applicants (Lawyers and law graduates need not repeat answers given in Section 4 pertaining to your status as a lawyer or law graduate when providing answers in this Section. For example, if a lawyer is also a CPA, answer these questions only as they relate to your status as a CPA.)

a. Are you a member of any business or professional organizations which directly

relate to your occupation or profession? [ ] yes [ ] no If so, please list:

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

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

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

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

b. Please list any occupational or professional licenses or other similar credentials (i.e., Certified Public Accountant, Chartered Life Underwriter, Registered Investment Advisor, etc.) you have obtained other than college or graduate school degrees, including dates obtained:

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

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

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

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

c. Are you registered or have you applied to be registered by any state which has promulgated statutes regulating athlete agents? [ ] yes [ ] no If yes, list states and status of registration:

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

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d. Have you ever been denied an occupational or professional license, franchise or other similar credentials for which you applied? [ ] yes [ ] no If yes, please explain fully:

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e. Do you have currently pending any application for an occupational or professional license, franchise or other similar credentials? [ ] yes [ ] no If yes, please describe and indicate status of each such application:

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f. Have you ever been suspended, reprimanded, censured, or otherwise disciplined or disqualified as a member of any profession, or as a holder of any public office? [ ] yes [ ] no If yes, please describe each such action, the date(s) of occurrence, and the name and address of the authority imposing the action in question:

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g. Are any charges or complaints currently pending against you regarding your conduct as a member of any profession, or as a holder of public, office? [ ] yes [ ] no If yes, please indicate the nature of the charge or complaint and the name and address of the authority considering it:

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h. Has your right to engage in any profession or occupation ever been disqualified, suspended, withdrawn, or terminated? [ ] yes [ ] no If yes, please explain fully:

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6. All Applicants

a. Have you ever had legal proceedings brought against you by any player, players association, professional sports club or league (NFL or otherwise) for any reason?

[ ] yes [ ] no If yes, please explain fully:

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b. Have you ever been convicted of or pled guilty to a criminal charge, other than minor traffic violations? [ ] yes [ ] no If yes, please indicate nature of offense, date of conviction, criminal authority involved, and punishment assessed:

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c. Have you ever been a defendant in any civil proceedings, including bankruptcy proceedings, in which allegations of fraud, misrepresentation, embezzlement, misappropriation of funds, conversion, breach of fiduciary duty, forgery, or legal malpractice were made against

you? [ ] yes [ ] no If yes, please describe fully and indicate results of the civil proceeding(s) in question:

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d. Have you ever been adjudicated insane or legally incompetent by any court? [ ] yes [ ] no If yes, please provide details:

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e. Were you ever suspended or expelled from any college, university, law school or graduate school? [ ] yes [ ] no If yes, please explain fully:

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f. Has any surety or any bond on which you were covered been required to pay any money on your behalf? [ ] yes [ ] no If so, please describe circumstances:

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g. Are there any unsatisfied judgments of continuing effect against you (other than alimony or child support)? [ ] yes [ ] no If yes, provide full details:

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7. References

a. Please list below the names, current addresses, and current telephone numbers of at least three persons, not related to you, who have known you for at least the last three years and who can attest to your character. (Names of officers, player directors, or staff members of the NFLPA may not be used.):

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

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b. Please list below the names, current addresses, and current telephone numbers of at least two entities which can attest to your financial credit (i.e., credit card companies, lending institutions, etc.):

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8. Professional Sports Experience

a. Please list below the names of all NFL players you are now representing or have represented in the past in individual contract negotiations with NFL clubs, indicating the dates of such representation and the NFL club(s) involved:

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b. List the names of any general managers, coaches, or other management officials of any professional sports teams that you are presently representing or have represented in the past in individual contract negotiations and the teams involved in those negotiations:

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c. (Optional -- applicant may refrain from answering if he or she desires) Please list below the names of any other professional athletes, entertainers, or celebrities you are now representing or have represented in the past, indicating the type of representation, the dates of representation, and the employers involved:

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d. Do you handle clients' funds? [ ] yes [ ] no If so, are you bonded? [ ] yes [ ] no

If yes, please provide details as to the amount of the bond, the name and address of the surety or bonding company, etc.:

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ACKNOWLEDGEMENT

CITY OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being first duly sworn, say that I have read the Code of Conduct for NFLPA Member Contract Advisors, including this application and that I have personally answered the questions contained herein fully and honestly, and the answers to said questions are true to my knowledge. Further, I agree to be bound by this Code of Conduct in the instance that my application is approved.

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

Signature of applicant

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_.

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

Notary Public

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

**EXHIBIT B**

**NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION**

**MEMBERSHIP CERTIFICATE**

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION, relying upon an Application for Membership as an NFLPA Member Contract Advisor previously filed, hereby grants membership to:

pursuant to the Code of Conduct for NFLPA Member Contract Advisors. This membership is effective for a twelve-month period beginning as of the date hereof, and shall continue in full force and effect during subsequent twelve-month periods upon proper payment of the annual membership fee, unless such membership is suspended, revoked, or terminated in accordance with the Code of Conduct.

Dated in Washington, D.C. this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_.

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Director

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

EXHIBIT C

REPRESENTATION AGREEMENT BETWEEN

NFLPA MEMBER CONTRACT ADVISOR AND PLAYER

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter "Player," and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter "Member Contract Advisor," pursuant to and in accordance with the Code of Conduct for NFLPA Member Contract Advisors. In consideration of the promises made by each to the other, Player and Member Contract Advisor agree as follows:

1. CONTRACT SERVICES -- Member Contract Advisor hereby warrants and represents that he has been duly approved as an NFLPA Member Contract Advisor pursuant to the Code of Conduct for NFLPA Member Contract Advisors. Player hereby retains Member Contract Advisor to:

(A) Represent, advise, counsel, and assist Player in the negotiation, execution, and enforcement of his playing contract(s) in the National Football League.

(B) (Other Services)

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Such services are to be rendered by Member Contract Advisor pursuant to and in full compliance with the Code of Conduct for NFLPA Member Contract Advisors. Member Contract Advisor, serving in a fiduciary capacity, shall act in such manner as to protect the best interests of Player and assure effective representation of Player in individual contract negotiations with NFL clubs. The Member Contract Advisor shall be the exclusive representative for the purpose of negotiating player contracts for Player. However, the Member Contract Advisor shall not have the authority to bind or commit Player to enter into any contract without actual execution thereof by the Player.

2. CONTRACT ADVISOR'S COMPENSATION -- If Member Contract Advisor succeeds in negotiating an NFL player contract or contracts acceptable to Player and signed by Player during the term hereof, Member Contract Advisor shall be paid a fee as follows:

**NOTE!** In accordance with Section 3A(3) of the Code of Conduct for NFLPA Member Contract Advisors, such fee should not be due and payable to Member Contract Advisor unless and until Player receives the compensation provided for in the Player contract(s) negotiated by Member Contract Advisor.

3. EXPENSES -- Player shall reimburse Member Contract Advisor for all reasonable and necessary communication expenses (i.e., telephone and postage) actually incurred by Member Contract Advisor during the term hereof in the negotiation of Player's NFL contract(s). Player shall also reimburse Member Contract Advisor for all reasonable and necessary travel expenses actually incurred by Member Contract Advisor during the term hereof in the negotiation of Player's NFL contract(s), but only if such expenses and approximate amounts thereof are approved in advance by Player. Player shall promptly pay all such expenses upon receipt of an itemized, written statement therefore from Member Contract Advisor.

4. DISPUTES -- Any disputes between Player and Member Contract Advisor involving the interpretation or application of this Agreement or the obligations of the parties hereunder shall be resolved exclusively through the arbitration procedures set forth in Section 5 of the Code of Conduct for NFLPA Member Contract Advisors.

5. DISCLAIMER OF LIABILITY -- Player and Member Contract Advisor, by virtue of entry into this Agreement, agree that they are not subject to the control or direction of any other person with respect to the timing, place, manner or fashion in which individual negotiations are to be conducted (except to the extent that Member Contract Advisor shall comply with the Code of Conduct) and that they will save and hold harmless the NFLPA, its officers, employees and representatives from any liability whatsoever with respect to their conduct and activities relating to or in connection with this Agreement.

6. TERM -- The term of this Agreement shall begin on the date hereof and shall continue in effect until the expiration date of any player contract executed pursuant to this Agreement provided, however, that either party may terminate this Agreement effective fifteen (15) days after written notice of termination is given to the other party.

Notice shall be effective for purposes of this paragraph if sent by certified mail, postage prepaid, return receipt requested to the appropriate address contained in this Agreement.

If termination pursuant to the above provision occurs prior to the completion of negotiations for an NFL player contract(s) acceptable to Player and signed by Player, Member Contract Advisor shall be entitled to compensation for the reasonable value of the services performed in the attempted negotiation of such contract(s). If termination pursuant to the above provision occurs after Player has signed an NFL player contract(s) negotiated by Member Contract Advisor, Member Contract Advisor shall be entitled to the fee prescribed by paragraph 2 above for negotiation of such contract(s).

In the event that Player is able to renegotiate any contract(s) previously negotiated by Member Contract Advisor prior to expiration thereof, Member Contract Advisor shall still be entitled to the fee he would have been paid pursuant to paragraph 2 above if such original contract(s) had not been renegotiated. If Member Contract Advisor represents Player in renegotiation of the original contract(s), the fee for such renegotiation shall be based solely upon the amount by which the compensation in the renegotiated contract(s) exceeds the compensation in the original contract(s), whether or not Member Contract Advisor negotiated the original contract(s).

7. FILING -- This contract should be signed in triplicate. One (1) copy of this Agreement shall be submitted to the NFLPA by Member Contract Advisor within ten (10) days of execution; one (1) copy shall be promptly delivered by Member Contract Advisor to Player; and one (1) copy shall be retained by Member Contract Advisor.

8. ENTIRE AGREEMENT; GOVERNING LAW -- This Agreement, along the Code of Conduct for NFLPA Member Contract Advisors, governs the relationship between the parties hereto and cannot be modified or supplemented orally. This Agreement supercedes all prior agreements between the parties on the same subject matter and shall be interpreted in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

EXAMINE THIS CONTRACT CAREFULLY

BEFORE SIGNING IT

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

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Player Member | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contract Advisor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  College and Position | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Firm |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Permanent Address | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Firm Address |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Phone Number | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Phone Number |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Player (Date) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Member (Date)  Contract Advisor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Parent or Guardian  if Player is under 21 years of age |  |