**NBA Uniform Player Contract.**

**BASKETBALL ASSOCIATION**

**UNIFORM PLAYER CONTRACT**

(Rookie or Veteran -- Two or More Seasons)

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the "Club"), a member of the National Basketball Association (hereinafter called the "Association") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is shown below (hereinafter called the "Player").

WITNESSETH:

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

1. The Club hereby employs the Player as a skilled basketball player for a term of \_\_\_\_\_ year(s) from the 1st day of September, 19\_\_\_\_\_. The Player's employment during any year covered by this contract shall include attendance at any training camp, playing the games scheduled for the Club's team during any scheduled season of the Association, playing all exhibition games scheduled by the Club during and prior to any schedule season, playing (if invited to participate) in any of the Association's All-Star Games and attending every event (including, but not limited to, the All-Star Game show and/or banquet) conducted in association with such All-Star Games, and playing the playoff games subsequent to any schedule season. Players other than rookies will not be required to attend training camp earlier than 4 p.m. (local time) on the twenty-ninth day prior to the first game of any of the Association's schedule season. Rookies may be required to attend training camp at an earlier date. Exhibition games shall not be played on the three days prior to the opening of the Club's regular season schedule, nor on the day prior to a regularly scheduled game, nor on the day prior to and the day following the All-Star Game. Exhibition games prior to any schedule season shall not exceed eight (including intra-squad games for which admission is charged) and exhibition games during any regularly scheduled season shall not exceed three.

2. The Club agrees to pay the Player for rendering the services described herein the compensation described in Exhibit 1 hereto (less all amounts required to be withheld by federal, state and local authorities, and exclusive of any amount(s) which the Player shall be entitled to receive from the Player Playoff Pool). Unless otherwise provided in Exhibit 1, such compensation shall be paid in twelve equal semi-monthly payments beginning with the first of said payments on November 15th of each season above described and continuing with such payments on the first and fifteenth of each month until said compensation is paid in full; provided, however, if the Club does not qualify for the playoffs, the payments for the year involved which would otherwise be due subsequent to the conclusion of the schedule season shall become due and payable immediately after the conclusion of the scheduled season.

3. The Club agrees to pay all proper and necessary expenses of the Player, including the reasonable board and lodging expenses of the Player while playing for the Club "on the road" and during the training camp period if the Player is not then living at home. The Player, while "on the road" (and during the training camp period only if the Club does not pay for meals directly), shall be paid a meal expense allowance as set forth in the Collective Bargaining Agreement currently in effect between the Association and the National Basketball Players Association (hereinafter "the NBA/NBPA Collective Bargaining Agreement"). No deductions from such meal expense allowance shall be made for meals served on an airplane. During the training camp period (and if the Club does not pay for meals directly), the meal expense allowance shall be paid in weekly installments commencing with the first week of training camp. For the purposes of this paragraph, the Player shall be considered to be "on the road" from the time the Club leaves its home city until the time the Club arrives back at its home city. In addition, the Club agrees to pay $50.00 per week to the Player for the four weeks prior to the first game of any of the Club's schedule seasons that the Player is either in attendance at training camp or engaged in playing the exhibition schedule.

4. The Player agrees to observe and comply with all requirements of the Club respecting conduct of its team and its players, at all times whether on or off the playing floor. The Club may, from time to time during the continuance of this contract, establish reasonable rules for the government of its players "at home" and "on the road." Subject to the provisions of the NBA/NBPA Collective Bargaining Agreement, such rule shall be part of this contract as fully as if herein written and shall be binding upon the Player. For any violation of such rules or for any conduct impairing the faithful and thorough discharge of the duties incumbent upon the Player, the Club may impose reasonable fines upon the Player. If no Grievance is timely initiated with respect to the imposition of such fines in accordance with the provisions of the NBA/NBPA Collective Bargaining Agreement, the Club may deduct the amount thereof from any money due or to become due to the Player during the season in which such violation and/or conduct occurred. The Club may also suspend the Player for violation of any rules so established. Upon such suspension, if no Grievance is timely initiated with respect thereto in accordance with the provisions of the NBA/NBPA Collective Bargaining Agreement, the compensation payable to the Player under this contract may be reduced in the manner provided in such Collective Bargaining Agreement. When the Player is fined or suspended, he shall be given notice in writing, stating the amount of the fine or the duration of the suspension and the reason therefor.

5. The Player agrees (a) to report at the time and place fixed by the Club in good physical condition; (b) to keep himself throughout each season in good physical condition; (c) to give his best services, as well as his loyalty to the Club, and to play basketball only for the Club and its assignees; (d) to be neatly and fully attired in public and always to conduct himself on and off the court according to the highest standards of honesty, morality, fair play and sportsmanship; and (e) not to do anything which is detrimental to the best interests of the Club or of the Association.

6. (a) If the Player, in the judgment of the Club's physician, is not in good physical condition at the date of his first scheduled game for the Club, or if, at the beginning of or during any season, he fails to remain in good physical condition (unless such condition results directly from an injury sustained by the Player as a direct result of participating in any basketball practice or game played for the Club during such season), so as to render the Player, in the judgment of the Club's physician, unfit to play skilled basketball, the Club shall have the right to suspend such Player until such time as, in the judgment of the Club's physician, the Player is in sufficiently good physical condition to play skilled basketball. In the event of such suspension, the annual sum payable to the Player for any season during such suspension shall be reduced in the same proportion as the length of the period during which, in the judgment of the Club's physician, the Player is unfit to play skilled basketball bears to the length of such season.

(b) If, during the term of this contract, the Player is injured as a direct result of participating in any basketball practice or game played for the Club, the Club will pay the player's reasonable hospitalization and medical expenses (including doctor's bills), provided that the hospital and doctor are selected by the Club, and provided further that the Club shall be obligated to pay only those expenses incurred as a direct result of medical treatment caused solely by and relating directly to the injury sustained by the Player. Subject to the provisions set forth in Exhibit 3, if in the judgment of the Club's physician, the Player's injuries resulted directly from playing for the Club and render him unfit to play skilled basketball, then, so long as such unfitness continues, but in no event after the Player has received his full salary for the season in which the injury was sustained, the Club shall pay to the Player the compensation prescribed in Exhibit 1 to this contract for such season. The Club's obligations hereunder shall be reduced by any workers' compensation benefits (which, to the extent permitted by law, the Player hereby assigns to the Club) and any insurance provided for by the Club whether paid or payable to the Player, and the Player hereby releases the Club from any and every other obligation or liability arising out of any such injuries.

(c) The Player hereby releases and waives every claim he may have against the Association and every member of the Association, and against every director, officer, stockholder, trustee, partner and employee of the Association and/or any member of the Association (excluding persons employed as players by any such members), arising out of or in connection with any fighting or other form of violent and/or unsportsmanlike conduct occurring (on or adjacent to the playing floor or any facility used for practices or games) during the course of any practice and/or any exhibition, championship season and/or play-off game.

(d) The Player acknowledges that, in the event he is found, in accordance with the terms of the NBA/NBPA Collective Bargaining Agreement, to have engaged in the use, possession or distribution of a "prohibited substance" as defined therein, it will result in the termination of this contract and the Player's immediate dismissal and permanent disqualification from any employment by the Association and any of its teams. Notwithstanding any terms or provisions of this contract (including any amendments hereto) in the event of such termination, all obligations of the Club, including obligations to pay compensation, shall cease, except the obligation of the Club to pay the Player's earnest compensation (either current or deferred) to the date of termination. The Player hereby releases and waives every claim he may have against the Club, the Association, the National Basketball Players Association and each of their respective members, directors, governors, officers, stockholders, trustees, partners and employees, including the Independent Expert, arising out of or in connection with the testing procedures or the imposition of any penalties set forth in the NBA/NBPA Collective Bargaining Agreement.

7. The Player agrees to give to the Club's coach, trainer, or physician immediate notice of any injury suffered by him, including the time, place, cause and nature of such injury.

8. Should the Player suffer an injury as provided in the preceding paragraph, he will submit himself to a medical examination and treatment by a physician designated by the Club. Such examination when made at the request of the Club shall be at its expense, unless made necessary by some act or conduct of the Player contrary to the terms of this contract.

9. The Player represents and agrees that he has extraordinary and unique skill and ability as a basketball player, that the services to be rendered by him hereunder cannot be replaced or the loss thereof adequately compensated for in money damages, and that any breach of the Player of this contract will cause irreparable injury to the Club and to its assignees. Therefore, it is agreed that in the event it is alleged by the Club that the Player is playing, attempting or threatening to play, or negotiating for the purpose of playing, during the term of this contract, for any other person, firm, corporation or organization, the Club and its assignees (in addition to any other remedies that may be available to them judicially or by way of arbitration) shall have the right to obtain from any court or arbitrator having jurisdiction, such equitable relief as may be appropriate, including a decree enjoining the Player from any further such breach of this contract, and enjoining the Player from playing basketball for any other person, firm, corporation or organization during the term of this contract. In any suit, action or arbitration proceeding brought to obtain such relief, the Player does hereby waive his right, if any, to trial by jury, and does hereby waive his right, if any, to interpose any counterclaim or set-off for any cause whatever.

10. The Club shall have the right to sell, exchange, assign or transfer this contract to any other professional basketball club and the Player agrees to accept such sale, exchange, assignment or transfer and to faithfully perform and carry out this contract with the same force and effect as if it had been entered into by the Player with the assignee club instead of with this Club. The Player further agrees that, should the Club contemplate the sale, exchange, assignment or transfer of this contract to another professional basketball club or clubs, the Club's physician may furnish to the physicians and officials of such other club or clubs all relevant medical information relating to the Player.

11. In the event that the Player's contract is sold, exchanged, assigned or transferred to any other professional basketball club, all reasonable expenses incurred by the Player in moving himself and his family from the home city of the Club to the home city of the club to which such sale, exchange, assignment or transfer is made, as a result thereof, shall be paid by the assignee club. Such assignee club hereby agrees that its acceptance of the assignment of this contract constitutes agreement on its part to make such payment.

12. In the event that the Player's contract is assigned to another club the Player shall forthwith be notified orally or by a notice in writing, delivered to the Player personally or delivered or mailed to his last known address, and the Player shall report to the assignee club within forty-eight (48) hours after said notice has been received or within such longer time for reporting as may be specified in said notice. If the Player does not report to the club to which his contract has been assigned within the aforesaid time, the Player may be suspended by such club and he shall lose the sums which would otherwise be payable to him as long as the suspension lasts.

13. The Club will not pay and the Player will not accept any bonus or anything of value for winning any particular Association game or series of games or for attaining a certain position by the Club's team in the standing of the league operated by the Association as of a certain date, other than the final standing of the team.

14. This contract shall be valid and binding upon the Club and the Player immediately upon its execution. The Club agrees to file a copy of this contract with the Commissioner of the Association within forty-eight (48) hours of its execution. If pursuant to the Constitution and By-Laws of the Association, the Commissioner disapproves this contract within ten (10) days after the filing hereof in his office, this contract shall thereupon terminate and be of no further force or effect and the Club and the Player shall thereupon be relieved of their respective rights and liabilities hereunder.

15. The Player acknowledges that he has read and is familiar with Article 35 of the Constitution of the Association, a copy of which, as in effect on the date of this contract, is attached hereto. Such Article provides that the Commissioner and the Board of Governors of the Association are empowered to impose fines upon the Player for causes and in the manner provided in such Article. The Player promises promptly to pay to the Association each and every fine imposed upon him in accordance with the provisions of said Article and not permit any such fine to be paid on his behalf by anyone other than himself. The Player authorizes the Club to deduct from his salary payments any fines imposed on or assessed against him.

16. Notwithstanding any provisions of the Constitution or of the By-Laws of the Association, it is agreed that if the Commissioner of the Association shall, in his sole judgment, find that the Player has bet, or has offered or attempted to bet, money or anything of value on the outcome of any game participated in by any club which is a member of the Association, the Commissioner shall have the power in his sole discretion to suspend the Player indefinitely or to expel him as a player for any member of the Association and the Commissioner's finding and decision shall be final, binding, conclusive and unappealable. The Player hereby releases the Commissioner and waives every claim he may have against the Commissioner and/or the Association, and against every member of the Association, and against every director, officer, stockholder, trustee and partner of every member of the Association, for damages and for all claims and demands whatsoever arising out of or in connection with the decision of the Commissioner.

17. The Player and the Club acknowledge and agree that the Player's participation in other sports may impair or destroy his ability and skill as a basketball player. The Player and the Club recognize and agree that the Player's participation in basketball out of season may result in injury to him. Accordingly, the Player agrees that he will not engage in sports endangering his health or safety (including, but not limited to, professional boxing or wrestling, motorcycling, moped-riding, auto racing, sky-diving and hang- gliding); and that, except with the written consent of the Club, he will not engage in any game or exhibition of basketball, football, baseball, hockey, lacrosse or other athletic sport, under penalty of such fine and suspension as may be imposed by the Club and/or the Commissioner of the Association. Nothing contained herein shall be intended to require the Player to obtain the written consent of the Club in order to enable the Player to participate, in as an amateur, the sport of golf, tennis, handball, swimming, hiking, softball or volleyball.

18. (a) The Player agrees to allow the Club or the Association to take pictures of the Player, alone or together with others, for still photographs, motion pictures or television, at such time as the Club or the Association may designate, and no matter by whom taken may be used in any manner desired by either of them for publicity or promotional purposes. The rights in any such pictures taken by the Club or by the Association shall belong to the Club or to the Association, as their interests may appear. The Player agrees that, during each playing season, he will not make public appearances, participate in radio or television programs or permit his picture to be taken or write or sponsor newspaper or magazine articles or sponsor commercial products without the written consent of the Club, which shall not be withheld except in the reasonable interests of the Club or professional basketball. Upon request, the Player shall consent to and make himself available for interviews by representatives of the media conducted at reasonable times. In addition to the foregoing, the Player agrees to participate, upon request, in all other reasonable promotional activities of the Club and the Association.

(b) The Player hereby grants to NBA Properties, Inc., for the term of this contract only, but in no event longer than August 31, 1997, the exclusive rights to use the Player's Attributes, as such term is defined and for such purposes as are set forth in the Agreement between NBA Properties, Inc. and the National Basketball Players Association, dated July 19, 1986, a copy of which will, upon his request, be furnished to the Player; and the Player agrees to make the appearances called for by such Agreement.

19. The Player agrees that he will not, during the term of this contract, directly or indirectly entice, induce or persuade, or attempt to entice, induce or persuade, any player or coach who is under contract to any member of the Association to enter into negotiations for or relating to his services as a basketball player or coach, nor shall he negotiate for or contract for such services, except with the prior written consent of such member of the Association. Breach of this paragraph, in addition to the remedies available to the Club, shall be punishable by fine to be imposed by the Commissioner of the Association and to be payable to the Association out of any compensation due or to become due to the Player hereunder or out of any other moneys payable to him as a basketball player. The Player agrees that the amount of such fine may be withheld by the Club and paid over to the Association.

20. (a) In the event of an alleged default by the Club in the payments to the Player provided for by this contract, or in the event of an alleged failure by the Club to perform any other material obligation agreed to be performed by the Club hereunder, the Player shall notify both the Club and the Association in writing of the facts constituting such alleged default or alleged failure. If neither the Club nor the Association shall cause such alleged default or alleged failure to be remedied within five (5) days after receipt of such written notice, the National Basketball Players Association shall, on behalf of the Player, have the right to request that the dispute concerning such alleged default or alleged failure be referred immediately to the Impartial Arbitrator in accordance with the provisions of the NBA/NBPA Collective Bargaining Agreement. If, as a result of such arbitration, an award issues in favor of the Player, and if neither the Club nor the Association complies with such award within ten (10) days after the service thereof, the Player shall have the right, by a further written notice to the Club and the Association, to terminate this contract.

(b) The Club may terminate this contract upon written notice to the Player (but only after complying with the waiver procedure provided for in subparagraph (f) of this paragraph (20)) if the Player shall do any of the following:

(1) at any time, fail, refuse or neglect to conform his personal conduct to standards of good citizenship, good moral character and good sportsmanship, to keep himself in first class physical condition or to obey the Club's training rules; or

(2) at any time, fail, in the sole opinion of the Club's management, to exhibit sufficient skill or competitive ability to qualify to continue as a member of the Club's team, provided, however, (i) that if this contract is terminated by the Club, in accordance with the provisions of this subparagraph, prior to the fifty-sixth day after the first game of any scheduled season of the Association and the Player, at the time of such termination, is unfit to play skilled basketball as the result of an injury resulting directly from his playing for the Club, the Player shall continue to receive his full salary, less all worker's compensation benefits (which, to the extent permitted by law, and if not deducted from the Player's salary by the Club, the Player hereby assigns to the Club) and any insurance provided for by the Club paid or payable to the Player by reason of said injury, until such time as the Player is fit to play skilled basketball, but not beyond the season during which such termination occurred; and provided, further, (ii) that if this contract is terminated by the Club, in accordance with the provisions of the subparagraph, during the period from the fifty-sixth day after the first game of any scheduled season of the Association through the end of such scheduled season, the Player shall be entitled to receive his full salary for said season; or

(3) at any time, fail, refuse or neglect to render his services hereunder or in any other manner materially breach this contact.

(c) (1) If this contract is terminated by the Club by reason of the Player's failure to render his services hereunder due to disability caused by an injury to the Player resulting directly from his playing for the Club and rendering him unfit to play skilled basketball, and notice of such injury is given by the Player as provided herein, the Player shall be entitled to receive his full salary for the season in which the injury was sustained, less all workers' compensation benefits (which, to the extent permitted by law, the Player assigns to the Club) and any insurance provided for by the Club paid or payable to the Player by reason of said injury.

2. Notwithstanding the provisions of paragraph 20(c)(1), if this contract is terminated by the Club prior to the first game of a schedule season of the Association by reason of the Player's failure to render his services hereunder due to an injury or condition sustained or suffered during a preceding season, or after such season but prior to the Player's participation in any basketball practice or game played for the Club, payment of the Player's board, lodging and expense allowance during the training camp period and of the reasonable traveling expenses of the Player to his home city and the expert training and coaching provided by the Club to the Player during the training season shall be full payment to the Player.

(d) If this contract is terminated by the Club during the period designated by the Club for attendance at training camp, payment by the Club of the Player's board, lodging and expense allowance during such period to the date of termination and of the reasonable traveling expenses of the Player to his home city and the expert training and coaching provided by the Club to the Player during the training season shall be full payment to the Player.

(e) If this contract is terminated by the Club during any playing season, except in the case provided for in subparagraphs (b)(2) and (c)(1) of this paragraph 20, the Player shall be entitled to receive as full payment hereunder a sum of money which, when added to the salary which he has already received during such season, will represent the same proportionate amount of the annual sum set forth in Exhibit 1 hereto as the number of days of such season then past bears to the total number of days of such schedule season, plus the reasonable travelling expenses of the Player to his home.

(f) If the Club proposes to terminate this contract in accordance with subparagraph (b) of this paragraph 20, the applicable waiver procedure shall be as follows:

(1) The Club shall request the Commissioner of the Association to request waivers from all other clubs. Such waiver request must state that it is for the purpose of terminating this contract and it may not be withdrawn.

(2) Upon receipt of the waiver request, any other club may claim assignment of this contract at such wavier price as may be fixed by the Association, the priority of claims to be determined in accordance with the Association's Constitution or By-Laws.

(3) If this contract is so claimed, the Club agrees that it shall, upon the assignment of this contract to the claiming club, notify the Player of such assignment as provided in paragraph 12 hereof, and the Player agrees he shall report to the assignee club as provided in said paragraph 12.

(4) If the contact is not claimed, the Club shall promptly deliver written notice of termination to the Player at the expiration of the waiver period.

(5) To the extent not inconsistent with the foregoing provisions of this subparagraph (f), the waiver procedures set forth in the Constitution and By-Laws of the Association, a copy of which, as in effect on the date of this contract, is attached hereto, shall govern.

(g) Upon any termination of this contract by the Player, all obligations of the Club to pay compensation shall cease on the date of termination, except the obligation of the Club to pay the Player's compensation to said date.

21. In the event of any dispute arising between the Player and the Club relating to any matter arising under this contract, or concerning the performance or interpretation thereof (except for a dispute arising under paragraph 9 hereof), such dispute shall be resolved in accordance with the Grievance and Arbitration Procedure set forth in the NBA/NBPA Collective Bargaining Agreement.

22. Nothing contained in this contract or in any provision of the Constitution or By- Laws of the Association shall be construed to constitute the Player a member of the Association or to confer upon him any of the rights or privileges of a member thereof.

23. This contract (including any Exhibits hereto) contains the entire agreement between the parties and set forth all components of the Player's compensation from the Club or any person or entity affiliated with, related to, or controlled by the Club, or any person or entity owning an interest in the Club, and there are no undisclosed agreements of any kind, express or implied, oral or written, promises, undertakings, representations, commitments, inducements, assurances of intent or understandings of any kind that have not been disclosed to the NBA (a) involving consideration of any kind to be paid, furnished or made available to the Player, or any person or entity controlled by or related to the Player, by the Club or any person or entity affiliated with, related to, or controlled by the Club, or any person or entity owning an interest in the Club, either during the term of this contract or thereafter, or (b) concerning any future renegotiation, extension or amendment of this contract.

EXAMINE THIS CONTRACT CAREFULLY

BEFORE SIGNING IT

THIS CONTRACT INCLUDES EXHIBITS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF the Player has hereunto signed his name and the club has caused this contract to be executed by its duly authorized officer.

|  |  |
| --- | --- |
| WITNESSES: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Title: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Player |
| Player's Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before me personally came \_\_\_\_\_ (referred to above as the "Player"), and acknowledged to me that he had executed the foregoing Uniform Player Contract (including exhibits thereto):

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

Notary Public

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to above as the "Club"), and acknowledged to me that he had executed the foregoing Uniform Player Contract (including exhibits thereto):

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

Notary Public

EXCERPT FROM CONSTITUTION OF THE ASSOCIATION

MISCONDUCT

35. The provisions of this Article 35 shall govern all Players in the Association, hereinafter referred to as "Players."

(a) Each Member shall provide and require in every contract with any of its Players that they shall be bound and governed by the provisions of this Article. Each Member, at the discretion of the Board of Governors or the Commissioner, as the case may be, shall take such action as the Board or the Commissioner may direct in order to effectuate the purposes of this Article.

(b) The Commissioner shall direct the dismissal and perpetual disqualification from any further association with the Association or any of its Members, of any Player found by the Commissioner after a hearing to have been guilty of offering, agreeing, conspiring, aiding or attempting to cause any game of basketball to result otherwise than on its merits.

(c) Any Player who gives, makes, issues, authorizes or endorses any statement having, or designed to have, an effect prejudicial or detrimental to the best interests of basketball or of the Association or of a Member or its Team, shall be liable to a fine not exceeding $2,000, to be imposed by the Board of Governors. The Member whose Player has been so fined shall pay the amount of the fine should such Player fail to do so within ten (10) days of its imposition.

(d) If in the opinion of the Commissioner any other act or conduct of a Player at or during a Pre-Season, Regular Season, Playoff or Exhibition Game has been prejudicial to or against the best interests of the Association or the game of basketball, the Commissioner shall impose upon such Player a fine not exceeding $20,000, or may order for a time the suspension of any such Player from any connection or duties with Pre-Season, Regular Season, Playoff or Exhibition Games, or he may order both such fine and suspension.

(e) The Commissioner shall have the power to suspend for a definite or indefinite period, or to impose a fine not exceeding $2,000, or inflict both such suspension and fine upon any Player who, in his opinion, shall have been guilty of conduct prejudicial or detrimental to the Association.

(f) Any Player who, directly or indirectly, entices, induces, persuades or attempts to entice, induce, or persuade any Player, Coach, Trainer, General Manager or any other person who is under contract to any other Member of the Association to enter into negotiations for or relating to his services or negotiates or contracts for such services shall, on being charged with such tampering, be given an opportunity to answer such charges after due notice and the Commissioner shall have the power to decide whether or not the charges have been sustained; in the event his decision is that the charges have been sustained, then the Commissioner shall have the power to suspend such Player for a definite or indefinite period, or to impose a fine not exceeding $10,000, or inflict both such suspension and fine upon any such Player.

(g) Any Player who, directly or indirectly, wagers money or anything of value on the outcome of any game played by a Team in the league operated by the Association shall, on being charged with such wagering, be given an opportunity to answer such charges after due notice, and the decision of the Commissioner shall be final, binding and conclusive and unappealable. The penalty for such offense shall be within the absolute and sole discretion of the Commissioner and may include a fine, suspension, expulsion and/or perpetual disqualification from further association with the Association or any of its Members.

(h) Except for a penalty imposed under Paragraph (g) of this Article 35, the decisions and acts of the Commissioner pursuant to Article 35 shall be appealable to the Board of Governors which shall determine such appeals in accordance with such rules and regulations as may be adopted by the Board in its absolute and sole discretion.

EXCERPT FROM BY-LAWS OF THE ASSOCIATION

3.05 *Waiver Right.* Except for sales and trading between Members in accordance with these By-Laws, no Member shall sell, option or otherwise transfer the contract with, right to the services of, or right to negotiate with, a Player without complying with the waiver procedure prescribed by these By-Laws.

3.06 *Waiver Price.* The waiver price shall be $1,000 per Player.

3.07 *Waiver Procedure.* A Member desiring to secure waivers on a Player shall notify the Commissioner, and the Commissioner, on behalf of such Member, shall immediately notify all other Members of the waiver request. Such Player shall be assumed to have been waived unless a Member shall timely notify the Commissioner by telegram and telephone of a claim to the rights of such Player. Once a Member has notified the Commissioner to attempt to secure waivers on a Player, such notice may not be withdrawn. A Player remains the financial responsibility of the Member placing him on waivers until the waiver period set by the Commissioner has expired.

3.08 *Waiver Period.* If the Commissioner distributes notice of request for waiver at any time between August 15 and the end of the next Season, any Members wishing to claim rights to the Player shall do so by giving notice by telephone and telegram of such claim to the Commissioner within forty-eight (48) hours after the time of the Commissioner's notice. If the Commissioner distributes notice of request for waiver at any other time, any Member wishing to claim rights to the Player shall do so by sending notice of such claim to the Commissioner within ten (10) days after the date of the Commissioner's notice. A Team may not withdraw a claim to the rights to a Player on waivers.

3.09 *Waiver Preferences.* (a) In the event that more than one (1) Member shall have claimed rights to a Player placed on waivers, the claiming Member with the lowest team standing at the time the waiver was requested shall be entitled to acquire the rights to such Player. If the request for waiver shall occur between Seasons or prior to midnight November 30, the standings at the close of the previous Season shall govern.

(b) If the won and lost percentages of two (2) claiming Teams are the same, then the tie shall be determined, if possible, on the basis of the Regular Season Games between the two (2) Teams, during the Season or during the preceding Season, as the case may be. If still tied, a toss of the coin shall determine priority. For the purpose of determining standings, both Conferences of the Association shall be deemed merged and a consolidated standing shall control.

3.10 *Player Acquired Through Waivers.* A Member who has acquired the rights and title to the contract of a Player through the waiver procedure may not sell or trade such rights for a period of thirty (30) days after the acquisition thereof; provided however, that if the rights of such Player were acquired between Seasons, the 30-day period described herein shall begin on the first day of the next succeeding Season.

3.11 *Additional Waiver Rules.* The Commissioner or the Board of Governors shall from time to time adopt such additional rules (supplementary to these By-Laws) with respect to the operation of the waiver procedures as he or it shall determine. Such rules shall not be inconsistent with these By-Laws and shall apply to but not limited to the mechanics of notice, inadvertent omission of notification to a Member and rules of construction as to time.

UNIFORM PLAYER CONTRACT

*Exhibit 1 -- Compensation*

Player:

Club:

Date:

|  |  |
| --- | --- |
| *Season* | *Compensation* |

*Payment Schedule of Compensation* (if different from paragraph 2):

*Bonuses* (include dates of payment):

*OTHER COMPENSATION ARRANGEMENTS:*

|  |  |  |
| --- | --- | --- |
|  | Initialed: |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Player | Club |

UNIFORM PLAYER CONTRACT

*Exhibit 1 -- Deferred Compensation*

Player:

Club:

Date:

|  |  |  |  |
| --- | --- | --- | --- |
| *Season* | *Current* | *Compensation Deferred* | *TOTAL* |

*Payment Schedule*

*Current:*

*Deferred:*

*Bonuses* (include dates of payment):

*OTHER COMPENSATION ARRANGEMENTS:*

|  |  |  |
| --- | --- | --- |
|  | Initialed: |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Player | Club |

UNIFORM PLAYER CONTRACT

*Exhibit 2 -- Salary Protection*

Player:

Club:

Date:

|  |  |  |  |
| --- | --- | --- | --- |
| *Season* | *Type of Salary Protection* | *Amount of Salary Protection* | *Conditions or Limitations* |

|  |  |  |
| --- | --- | --- |
|  | Initialed: |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Player | Club |

UNIFORM PLAYER CONTRACT

*Exhibit 3 -- Prior Injury Exclusion*

Player:

Club:

Date:

The Player's right to receive his compensation as set forth in paragraph 6(b) or otherwise is limited or eliminated with respect to the following reinjury of the injury or aggravation of the condition set forth below:

Describe injury or condition:

Describe the extent to which liability for compensation is limited or eliminated:

|  |  |  |
| --- | --- | --- |
|  | Initialed: |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Player | Club |

UNIFORM PLAYER CONTRACT

*Exhibit 4 -- Assignment Payments*

Player:

Club:

Date:

In the event this contract is assigned by the Club executing this contract to another NBA Team, the Player shall be entitled to receive the following payment(s):

Payment(s):

Dates of Payment(s):

|  |  |  |
| --- | --- | --- |
|  | Initialed: |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Player | Club |

UNIFORM PLAYER CONTRACT

*Exhibit 5 -- Other Sports and Activities*

Player:

Club:

Date:

Notwithstanding the provisions of paragraph 17, the Player and the Club agree that the Player need not obtain the consent of the Club in order to engage in the sports or activities set forth below:

|  |  |  |
| --- | --- | --- |
|  | Initialed: |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Player | Club |

UNIFORM PLAYER CONTRACT

*Exhibit 6 -- Substitute for UPC Paragraph 6(a)*

Player:

Club:

Date:

Paragraph 6(a) is hereby deleted and the following shall be substituted in place and instead thereof:

"6. (a) The Player agrees, notwithstanding any other provision of this contract, that he will to the best of his ability maintain himself in physical condition sufficient to play skilled basketball at all times. If the Player, in the reasonable judgment of the physician designated for that purpose by the Club, is not in good physical condition at the date of his first scheduled game for the Club, or if, at the beginning of or during any season, he fails to remain in good physical condition, in either event so as to render the Player unfit in the reasonable judgment of said physician to play skilled basketball, the Club shall have the right to suspend the Player for a period of one week. At the end of such one-week period, should the Club notify the Player, orally or in writing, that in its reasonable judgment it believes the Player is still not in good physical condition, the Club shall have the right to suspend the Player for successive one-week periods until the Player, in the reasonable judgment of the Club's physician, is in good physical condition; provided, however, that at the end of each such one- week period of suspension, the Club provides the notice specified above, and provided further that, at the end of any such one-week period and if the Player so requests, then the Player shall be examined by a physician or physicians designated for such purpose by the President, or any Vice President if the President is not available, of the American Society of Orthopedic Physicians, or equivalent organization (the "Reviewing Physician"), whose sole judgment concerning the physical condition of the Player to play skilled basketball shall be binding upon the Club and the Player for purposes of this paragraph. The suspension of the Player shall be terminated promptly upon the failure of the Club to give the Player the notice required at the end of the one- week period or upon the finding of said Reviewing Physician that the Player is in physical condition sufficient to play skilled basketball. In the event of a suspension permitted hereunder, the annual sum payable to the Player under this contract shall be reduced in the same proportion as the length of the period of disability so determined bears to the length of the season."

|  |  |  |
| --- | --- | --- |
|  | Initialed: |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Player | Club |