

A. AGENT RELATED REGULATIONS AND STATUTES

UNIFORM ATHLETE AGENTS ACT (2000)

(Adopted in 38 States as of July 2010)

SECTION 2. DEFINITIONS. In this [Act]:

(1) “Agency contract” means an agreement in which a student-athlete authorizes a person to negotiate or solicit on behalf of the student-athlete a professional-sports-services contract or an endorsement contract.

(2) “Athlete agent” means an individual who enters into an agency contract with a student-athlete or, directly or indirectly, recruits or solicits a student-athlete to enter into an agency contract. The term includes an individual who represents to the public that the individual is an athlete agent. . . .

(8) “Professional-sports-services contract” means an agreement under which an individual is employed, or agrees to render services, as a player on a professional sports team, with a professional sports organization, or as a professional athlete.

(12) “Student-athlete” means an individual who engages in, is eligible to engage in, or may be eligible in the future to engage in, any intercollegiate sport. If an individual is permanently ineligible to participate in a particular intercollegiate sport, the individual is not a student-athlete for purposes of that sport.

SECTION 4. ATHLETE AGENTS: REGISTRATION REQUIRED; VOID CONTRACTS

(a) Except as otherwise provided in subsection (b), an individual may not act as an athlete agent in this State without holding a certificate of registration under Section 6 or 8.

(b) Before being issued a certificate of registration, an individual may act as an athlete agent in this State for all purposes except signing an agency contract, if: (1) a student-athlete or another person acting on behalf of the student-athlete initiates communication with the individual; and (2) within seven days after an initial act as an athlete agent, the individual submits an application for registration as an athlete agent in this State.

(c) An agency contract resulting from conduct in violation of this section is void and the athlete agent shall return any consideration received under the contract.

Comment

The intent of this section is to make the registration requirement as broad as constitutionally permissible consistent with the minimum contacts theory of *International Shoe Company v. Washington*, 326 U.S. 310 (1945). Agents must register in each State in which they have established minimum contacts. For example, an individual in State A contacting a student-athlete in State B is acting as an athlete agent in both States and is therefore required to register in both States.

SECTION 5. REGISTRATION AS ATHLETE AGENT; FORM; REQUIREMENTS

(a) An applicant for registration shall submit an application for registration to the [Secretary of State] in a form prescribed by the [Secretary of State]. [An application filed under this section is a public record.] The application must be in the name of an individual and, except as otherwise provided in subsection (b), signed or otherwise authenticated by the applicant under penalty of perjury and state or contain: [lengthy list of detailed categories of information relating to the applicant's personal, professional, and disciplinary/criminal history, clients, partners and associates, education, and references].

(b) An individual who has submitted an application for, and holds a certificate of, registration or licensure as an athlete agent in another State, may submit a copy of the application and certificate in lieu of submitting an application in the form prescribed pursuant to subsection (a). The [Secretary of State] shall accept the application and the certificate from the other State as an application for registration in this State. . . .

Comment

. . . Subsection (b) provides for reciprocal use of applications in States which have adopted the Uniform Act. The need for an agent to comply with substantially different application procedures in multiple jurisdictions is eliminated. It is the first of a number of reciprocity provisions found in the act which are intended to ease the burden placed on agents by substantially different registration requirements and to simplify enforcement of the act. Absence of reciprocity provisions in existing acts is a primary reason why the Uniform Act is needed.

SECTION 6. CERTIFICATE OF REGISTRATION; ISSUANCE OR DENIAL; RENEWAL

(b) The [Secretary of State] may refuse to issue a certificate of registration if the [Secretary of State] determines that the applicant has engaged in conduct that has a significant adverse effect on the applicant's fitness to act as an athlete agent. . . .

(f) A certificate of registration or a renewal of a registration is valid for [two] years.

SECTION 7. SUSPENSION, REVOCATION, OR REFUSAL TO RENEW REGISTRATION

[(a)] The [Secretary of State] may suspend, revoke, or refuse to renew a registration for conduct that would have justified denial of registration under Section 6(b).

[(b)] The [Secretary of State] may deny, suspend, revoke, or refuse to renew a certificate of registration or licensure only after proper notice and an opportunity for a hearing. The [Administrative Procedures Act] applies to this [Act].]

SECTION 9. REGISTRATION AND RENEWAL FEES. An application for registration or renewal of registration must be accompanied by a fee in the following amount: [amount(s) open for determination by each state].

SECTION 10. REQUIRED FORM OF CONTRACT

(a) An agency contract must be in a record, signed or otherwise authenticated by the parties.

(b) An agency contract must state or contain:

(1) the amount and method of calculating the consideration to be paid by the student-athlete for services to be provided by the athlete agent under the contract and any other consideration the athlete agent has received or will receive from any other source for entering into the contract or for providing the services;

(2) the name of any person not listed in the application for registration or renewal of registration who will be compensated because the student-athlete signed the agency contract;

(3) a description of any expenses that the student-athlete agrees to reimburse;

(4) a description of the services to be provided to the student-athlete;

(5) the duration of the contract; and

(6) the date of execution.

(c) An agency contract must contain, in close proximity to the signature of the student-athlete, a conspicuous notice in boldface type in capital letters stating:

WARNING TO STUDENT-ATHLETE

IF YOU SIGN THIS CONTRACT:

(1) YOU MAY LOSE YOUR ELIGIBILITY TO COMPETE AS A STUDENT-ATHLETE IN YOUR SPORT;

(2)IF YOU HAVE AN ATHLETIC DIRECTOR, WITHIN 72 HOURS AFTER ENTERING INTO THIS CONTRACT, BOTH YOU AND YOUR ATHLETE AGENT MUST NOTIFY YOUR ATHLETIC DIRECTOR; AND

(3)YOU MAY CANCEL THIS CONTRACT WITHIN 14 DAYS AFTER SIGNING IT. CANCELLATION OF THIS CONTRACT MAY NOT REINSTATE YOUR ELIGIBILITY.

(d)An agency contract that does not conform to this section is voidable by the student-athlete. If a student-athlete voids an agency contract, the student-athlete is not required to pay any consideration under the contract or to return any consideration received from the athlete agent to induce the student-athlete to enter into the contract.

(e)The athlete agent shall give a record of the signed or otherwise authenticated agency contract to the student-athlete at the time of execution.

SECTION 11.NOTICE TO EDUCATIONAL INSTITUTION

(a)Within 72 hours after entering into an agency contract or before the next scheduled athletic event in which the student-athlete may participate, whichever occurs first, the athlete agent shall give notice in a record of the existence of the contract to the athletic director of the educational institution at which the student-athlete is enrolled or the athlete agent has reasonable grounds to believe the student-athlete intends to enroll.

(b)Within 72 hours after entering into an agency contract or before the next athletic event in which the student-athlete may participate, whichever occurs first, the student-athlete shall inform the athletic director of the educational institution at which the student-athlete is enrolled that he or she has entered into an agency contract.

SECTION 12.STUDENT-ATHLETE'S RIGHT TO CANCEL

(a)A student-athlete may cancel an agency contract by giving notice of the cancellation to the athlete agent in a record within 14 days after the contract is signed.

(b)A student-athlete may not waive the right to cancel an agency contract.

(c)If a student-athlete cancels an agency contract, the student-athlete is not required to pay any consideration under the contract or to return any consideration received from the athlete agent to induce the student-athlete to enter into the contract.

SECTION 14.PROHIBITED CONDUCT

(a)An athlete agent, with the intent to induce a student-athlete to enter into an agency contract, may not: (1) give any materially false or

misleading information or make a materially false promise or representation; (2) furnish anything of value to a student-athlete before the student-athlete enters into the agency contract; or (3) furnish anything of value to any individual other than the student-athlete or another registered athlete agent.

(b) An athlete agent may not intentionally: (1) initiate contact with a student-athlete unless registered under this [Act]; (2) refuse or fail to retain or permit inspection of the records required to be retained by Section 13; (3) fail to register when required by Section 4; (4) provide materially false or misleading information in an application for registration or renewal of registration; (5) predate or postdate an agency contract; or (6) fail to notify a student-athlete before the student-athlete signs or otherwise authenticates an agency contract for a particular sport that the signing or authentication may make the student-athlete ineligible to participate as a student-athlete in that sport.

SECTION 15. CRIMINAL PENALTIES. An athlete agent who violates Section 14 is guilty of a [misdemeanor] [felony] and, upon conviction, is punishable by [_____].

SECTION 16. CIVIL REMEDIES

(a) An educational institution has a right of action against an athlete agent or a former student-athlete for damages caused by a violation of this [Act]. In an action under this section, the court may award to the prevailing party costs and reasonable attorney's fees.

(b) Damages of an educational institution under subsection (a) include losses and expenses incurred because, as a result of the conduct of an athlete agent or former student-athlete, the educational institution was injured by a violation of this [Act] or was penalized, disqualified, or suspended from participation in athletics by a national association for the promotion and regulation of athletics, by an athletic conference, or by reasonable self-imposed disciplinary action taken to mitigate sanctions likely to be imposed by such an organization. . . .

SECTION 17. ADMINISTRATIVE PENALTY. The [Secretary of State] may assess a civil penalty against an athlete agent not to exceed [\$25,000] for a violation of this [Act].

SPORTS AGENT RESPONSIBILITY AND TRUST ACT (SPARTA)

(PUBLIC LAW 108–304 [H.R. 361], SEPT. 24, 2004)

An Act To designate certain conduct by sports agents relating to the signing of contracts with student athletes as unfair and deceptive acts or practices to be regulated by the Federal Trade Commission.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Sports Agent Responsibility and Trust Act”.

SECTION 2. DEFINITIONS.

As used in this Act, the following definitions apply:

(1) Agency contract.—The term “agency contract” means an oral or written agreement in which a student athlete authorizes a person to negotiate or solicit on behalf of the student athlete a professional sports contract or an endorsement contract.

(2) Athlete agent.—The term “athlete agent” means an individual who enters into an agency contract with a student athlete, or directly or indirectly recruits or solicits a student athlete to enter into an agency contract, and does not include a spouse, parent, sibling, grandparent, or guardian of such student athlete, any legal counsel for purposes other than that of representative agency, or an individual acting solely on behalf of a professional sports team or professional sports organization.

(3) Athletic director.—The term “athletic director” means an individual responsible for administering the athletic program of an educational institution or, in the case that such program is administered separately, the athletic program for male students or the athletic program for female students, as appropriate.

(4) Commission.—The term “Commission” means the Federal Trade Commission.

(5) Endorsement contract.—The term “endorsement contract” means an agreement under which a student athlete is employed or receives consideration for the use by the other party of that individual’s person, name, image, or likeness in the promotion of any product, service, or event.

(6) Intercollegiate sport.—The term “intercollegiate sport” means a sport played at the collegiate level for which eligibility requirements

for participation by a student athlete are established by a national association for the promotion or regulation of college athletics.

(7) Professional sports contract.—The term “professional sports contract” means an agreement under which an individual is employed, or agrees to render services, as a player on a professional sports team, with a professional sports organization, or as a professional athlete.

(8) State.—The term “State” includes a State of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

(9) Student athlete.—The term “student athlete” means an individual who engages in, is eligible to engage in, or may be eligible in the future to engage in, any intercollegiate sport. An individual who is permanently ineligible to participate in a particular intercollegiate sport is not a student athlete for purposes of that sport.

SECTION 3. REGULATION OF UNFAIR AND DECEPTIVE ACTS AND PRACTICES IN CONNECTION WITH THE CONTACT BETWEEN AN ATHLETE AGENT AND A STUDENT ATHLETE.

(a) Conduct Prohibited.—It is unlawful for an athlete agent to—

(1) directly or indirectly recruit or solicit a student athlete to enter into an agency contract, by—

(A) giving any false or misleading information or making a false promise or representation; or

(B) providing anything of value to a student athlete or anyone associated with the student athlete before the student athlete enters into an agency contract, including any consideration in the form of a loan, or acting in the capacity of a guarantor or co-guarantor for any debt;

(2) enter into an agency contract with a student athlete without providing the student athlete with the disclosure document described in subsection (b); or

(3) predate or postdate an agency contract.

(b) Required Disclosure by Athlete Agents to Student Athletes.—

(1) In general.—In conjunction with the entering into of an agency contract, an athlete agent shall provide to the student athlete, or, if the student athlete is under the age of 18, to such student athlete’s parent or legal guardian, a disclosure document that meets the requirements of this subsection. Such disclosure document is

separate from and in addition to any disclosure which may be required under State law.

(2) Signature of student athlete.—The disclosure document must be signed by the student athlete, or, if the student athlete is under the age of 18, by such student athlete’s parent or legal guardian, prior to entering into the agency contract.

(3) Required language.—The disclosure document must contain, in close proximity to the signature of the student athlete, or, if the student athlete is under the age of 18, the signature of such student athlete’s parent or legal guardian, a conspicuous notice in boldface type stating: “Warning to Student Athlete: If you agree orally or in writing to be represented by an agent now or in the future you may lose your eligibility to compete as a student athlete in your sport. Within 72 hours after entering into this contract or before the next athletic event in which you are eligible to participate, whichever occurs first, both you and the agent by whom you are agreeing to be represented must notify the athletic director of the educational institution at which you are enrolled, or other individual responsible for athletic programs at such educational institution, that you have entered into an agency contract.”.

SECTION 4. ENFORCEMENT.

(a) **Unfair or Deceptive Act or Practice.**—A violation of this Act shall be treated as a violation of a rule defining an unfair or deceptive act or practice prescribed under section 18(a)(1)(B) of the Federal Trade Commission Act (15 U.S.C. 57a(a)(1)(B)).

(b) **Actions by the Commission.**—The Commission shall enforce this Act in the same manner, by the same means, and with the same jurisdiction, powers, and duties as though all applicable terms and provisions of the Federal Trade Commission Act (15 U.S.C. 41 et seq.) were incorporated into and made a part of this Act.

SECTION 5. ACTIONS BY STATES.

(a) In General.—

(1) Civil actions.—In any case in which the attorney general of a State has reason to believe that an interest of the residents of that State has been or is threatened or adversely affected by the engagement of any athlete agent in a practice that violates section 3 of this Act, the State may bring a civil action on behalf of the residents of the State in a district court of the United States of appropriate jurisdiction to—

- (A) enjoin that practice;
- (B) enforce compliance with this Act; or

(C) obtain damage, restitution, or other compensation on behalf of residents of the State.

(2) Notice.—

(A) In general.—Before filing an action under paragraph (1), the attorney general of the State involved shall provide to the Commission—

- (i) written notice of that action; and
- (ii) a copy of the complaint for that action.

(B) Exemption.—Subparagraph (A) shall not apply with respect to the filing of an action by an attorney general of a State under this subsection, if the attorney general determines that it is not feasible to provide the notice described in that subparagraph before filing of the action. In such case, the attorney general of a State shall provide notice and a copy of the complaint to the Commission at the same time as the attorney general files the action.

(b) Intervention.—

(1) In general.—On receiving notice under subsection (a)(2), the Commission shall have the right to intervene in the action that is the subject of the notice.

(2) Effect of intervention.—If the Commission intervenes in an action under subsection (a), it shall have the right—

- (A) to be heard with respect to any matter that arises in that action; and
- (B) to file a petition for appeal.

(c) Construction.—For purposes of bringing any civil action under subsection (a), nothing in this title shall be construed to prevent an attorney general of a State from exercising the powers conferred on the attorney general by the laws of that State to—

- (1) conduct investigations;
- (2) administer oaths or affirmations; or
- (3) compel the attendance of witnesses or the production of documentary and other evidence.

(d) Actions by the Commission.—In any case in which an action is instituted by or on behalf of the Commission for a violation of section 3, no State may, during the pendency of that action, institute an action under subsection (a) against any defendant named in the complaint in that action.

(e) Venue.—Any action brought under subsection (a) may be brought in the district court of the United States that meets applicable requirements relating to venue under section 1391 of title 28, United States Code.

(f) Service of Process.—In an action brought under subsection (a), process may be served in any district in which the defendant—

(1) is an inhabitant; or

(2) may be found.

SECTION 6. PROTECTION OF EDUCATIONAL INSTITUTION.

(a) Notice Required.—Within 72 hours after entering into an agency contract or before the next athletic event in which the student athlete may participate, whichever occurs first, the athlete agent and the student athlete shall each inform the athletic director of the educational institution at which the student athlete is enrolled, or other individual responsible for athletic programs at such educational institution, that the student athlete has entered into an agency contract, and the athlete agent shall provide the athletic director with notice in writing of such a contract.

(b) Civil Remedy.—

(1) In general.—An educational institution has a right of action against an athlete agent for damages caused by a violation of this Act.

(2) Damages.—Damages of an educational institution may include and are limited to actual losses and expenses incurred because, as a result of the conduct of the athlete agent, the educational institution was injured by a violation of this Act or was penalized, disqualified, or suspended from participation in athletics by a national association for the promotion and regulation of athletics, by an athletic conference, or by reasonable self-imposed disciplinary action taken to mitigate actions likely to be imposed by such an association or conference.

(3) Costs and attorneys fees.—In an action taken under this section, the court may award to the prevailing party costs and reasonable attorneys fees.

(4) Effect on other rights, remedies and defenses.—This section does not restrict the rights, remedies, or defenses of any person under law or equity.

SECTION 7. LIMITATION.

Nothing in this Act shall be construed to prohibit an individual from seeking any remedies available under existing Federal or State law or equity.

SECTION 8. SENSE OF CONGRESS.

It is the sense of Congress that States should enact the Uniform Athlete Agents Act of 2000 drafted by the National Conference of Commissioners on Uniform State Laws, to protect student athletes and the integrity of amateur sports from unscrupulous sports agents. In particular, it is the sense of Congress that States should enact the provisions relating to the registration of sports agents, the required form of contract, the right of the student athlete to cancel an agency contract, the disclosure requirements relating to record maintenance, reporting, renewal, notice, warning, and security, and the provisions for reciprocity among the States.

Sec. E

NFLPA REGULATIONS GOVERNING CONTRACT ADVISORS

Introduction

In 1994, the Officers and Player Representatives of the National Football League Players Association (“NFLPA”) adopted the NFLPA Regulations Governing Contract Advisors (“Regulations”) for persons who desired to provide representation services to players (including rookies) by conducting individual contract negotiations and/or assisting in or advising with respect to such negotiations with the member Clubs of the National Football League (“NFL”). . . .

Persons serving or wishing to serve as the NFLPA’s “agent” pursuant to these provisions of the CBA, which persons are herein referred to as “Contract Advisors,” shall be governed by these Regulations.

SECTION 1—SCOPE OF REGULATIONS

A. Persons Subject to Regulations—No person (other than a player representing himself) shall be permitted to conduct individual contract negotiations on behalf of a player and/or assist in or advise with respect to such negotiations with NFL Clubs after the effective date of these Regulations unless he/she is (1) currently certified as a Contract Advisor pursuant to these Regulations; (2) signs a Standard Representation Agreement with the player (See Section 4; Appendix D); and (3) files a fully executed copy of the Standard Representation Agreement with the NFLPA, along with any contract(s) between the player and the Contract Advisor for other services to be provided.

B. Activities Covered—The activities of Contract Advisors which are governed by these Regulations include: the providing of advice, counsel, information or assistance to players with respect to negotiating

their individual contracts with Clubs and/or thereafter in enforcing those contracts; the conduct of individual compensation negotiations with the Clubs on behalf of players; and any other activity or conduct which directly bears upon the Contract Advisor's integrity, competence or ability to properly represent individual NFL players and the NFLPA in individual contract negotiations, including the handling of player funds, providing tax counseling and preparation services, and providing financial advice and investment services to individual players.

SECTION 2—CERTIFICATION

After the effective date of these Regulations, any person who wishes to perform the functions of a Contract Advisor as described in Section 1 above must be certified by the NFLPA. . . .

C. Grounds for Denial for Certification—Grounds for denial of Certification shall include, but not be limited to, the following:

- The applicant has made false or misleading statements of a material nature in his/her application;
- The applicant has misappropriated funds, or engaged in other specific acts such as embezzlement, theft or fraud, which would render him/her unfit to serve in a fiduciary capacity on behalf of players;
- The applicant has engaged in any other conduct that significantly impacts adversely on his/her credibility, integrity or competence to serve in a fiduciary capacity on behalf of players;
- The applicant is unwilling to swear or affirm that he/she will comply with these Regulations and any amendments hereto and/or that he/she will abide by the fee structure contained in the Standard Representation Agreement incorporated into these Regulations;
- The applicant has been denied certification by another professional sports players association;
- The applicant directly or indirectly solicited a player for representation as a Contract Advisor during the period of time between the filing of his/her Application for Certification and Certification by the NFLPA;
- The applicant has not received a degree from an accredited four year college/university, unless excepted from this requirement. . . .

D. Appeal from Denial of Certification—In the event an Application for Certification is denied pursuant to this Section, the applicant shall be notified in writing (by confirmed facsimile or overnight delivery) of the reasons for the denial. The applicant may appeal such action to the Arbitrator appointed pursuant to Section 5 of these Regulations. . . .

E. Suspension or Revocation of Certification—At any time subsequent to granting Certification to a Contract Advisor, the NFLPA may, based upon information brought to its attention or acting on its own initiative, immediately revoke such Certification pursuant to Section 6(B) hereof, or propose the suspension or revocation of such Certification on any ground that would have provided a basis for denying Certification in the first place (see Section 2(C)) and/or for conduct prohibited in Section 3(B)(1) through 3(B)(27) of these Regulations and/or for failing to engage in the conduct required in Section 3(A)(1) through 3(A)(17) of these Regulations. . . . The Contract Advisor may challenge any such proposed suspension or revocation by appealing such action pursuant to Section 6(B) through 6(H). The appeal to arbitration shall constitute the exclusive method of challenging any proposed suspension or revocation of Certification.

G. Expiration of Certification—The Certification of any Contract Advisor who has failed to negotiate and sign a player to an NFL Player Contract (excluding Practice Squad Contracts) for at least one NFL player during any three-year period shall automatically expire at the end of such three-year period.

SECTION 3—STANDARD CODE OF CONDUCT FOR CONTRACT ADVISORS

The objective of the NFLPA in implementing these Regulations is to enable players to make an informed selection of a Contract Advisor and to help assure that the Contract Advisor will provide effective representation at fair, reasonable, and uniformly applicable rates to those individual players he/she represents, and to avoid any conflict of interest which could potentially compromise the best interests of NFL players.

A. General Requirements—Consistent with this objective, a Contract Advisor shall be required to:

- (1) Disclose on his/her Application and thereafter upon request of the NFLPA all information relevant to his/her qualifications to serve as a Contract Advisor, including, but not limited to, background, special training, experience in negotiations, past representation of professional athletes, and relevant business associations or memberships in professional organizations;
- (2) Pay an application fee pursuant to Section 2 above unless waived;
- (3) Pay the annual fee in a timely manner . . . ;
- (4) Attend an NFLPA seminar on individual contract negotiations each year;
- (5) Comply with the maximum fee schedule and all other provisions of these Regulations and any amendments thereto;

- (6) Execute and abide by the printed Standard Representation Agreement with all players represented and file with the NFLPA a copy of that fully executed Agreement along with any other contract(s) for additional services that the Contract Advisor has executed with the player. . . .;
- (7) Advise the affected player and report to the NFLPA any known violations by an NFL Club of a player's individual contract or of his rights under any applicable Collective Bargaining Agreement;
- (8) Sign and provide the NFLPA and the club with a copy of any player contract negotiated with that club within 48 hours after the contract is executed. . . .;
- (9) Provide on or before May 1 each year, to every player who he/she represents, with a copy to the NFLPA, an itemized statement covering the period beginning March 1 of the prior year through February 28 or 29 of that year, which separately sets forth both the fee charged to the player for, and any expenses incurred in connection with, the performance of the following services: (a) individual player salary negotiations, (b) management of the player's assets, (c) financial, investment, legal, tax and/or other advice to the player, and (d) any other miscellaneous services;
- (10) Permit a person or firm authorized by a former or current player-client to conduct an audit of all relevant books and records pertaining to any services provided to that player;
- (11) Complete a notarized updated Application for Certification on or before an annual date to be determined by the NFLPA. . . .;
- (13) Provide the NFLPA with all materials that the NFLPA deems relevant with respect to any investigation conducted pursuant to these Regulations and in all other respects cooperate fully with the NFLPA;
- (14) Fully comply with applicable state and federal laws;
- (15) Become and remain sufficiently educated with regard to NFL structure and economics, applicable Collective Bargaining Agreements and other governing documents, basic negotiating techniques, and developments in sports law and related subjects. To ascertain whether the Contract Advisor is sufficiently educated with regard to the above-related subjects, the NFLPA may require a Contract Advisor to pass a Contract Advisor examination. . . .;
- (16) Disclose in an addendum attached to the Standard Representation Agreement between the Contract Advisor and player, the names and current positions of any NFL management personnel or coaches whom Contract Advisor represents or has represented in

matters pertaining to their employment by or association with any NFL club;

(17) Act at all times in a fiduciary capacity on behalf of players.

B. Prohibited Conduct—Contract Advisors are prohibited from:

(1) Representing any player in individual contract negotiations with any Club unless he/she (i) is an NFLPA Certified Contract Advisor; (ii) has signed the Standard Representation Agreement with such player; and (iii) has filed a copy of the Standard Representation Agreement with the NFLPA along with any other contract(s) or agreement(s) between the player and the Contract Advisor;

(2) Providing or offering money or any other thing of value to any player or prospective player to induce or encourage that player to utilize his/her services;

(3) Providing or offering money or any other thing of value to a member of the player's or prospective player's family or any other person for the purpose of inducing or encouraging that person to recommend the services of the Contract Advisor;

(4) Providing materially false or misleading information to any player or prospective player in the context of recruiting the player as a client or in the course of representing that player as his Contract Advisor;

(5) Representing or suggesting to any player or prospective player that his/her NFLPA Certification is an endorsement or recommendation by the NFLPA of the Contract Advisor or the Contract Advisor's qualifications or services;

(6) Directly or indirectly borrowing money from any player (whether or not the player is a client), either by receiving the funds directly from the player or by the player providing collateral for or agreeing to guarantee a loan to the Contract Advisor by another party;

(7) Holding or seeking to hold, either directly or indirectly, a financial interest in any professional football club or in any other business entity when such investment could create an actual conflict of interest or the appearance of a conflict of interest in the representation of NFL players;

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

(9) Soliciting or accepting money or anything of value from any NFL Club in a way that would create an actual or apparent conflict with the interests of any player that the Contract Advisor represents;

- (10) Negotiating and/or agreeing to any provision in a player contract which deprives or purports to deprive that player of any benefit contained in any collectively bargained agreement between the NFL and the NFLPA or any other provision of any applicable documents which protect the working conditions of NFL players;
- (11) Negotiating and/or agreeing to any provision in any agreement involving a player which directly or indirectly violates any stated policies or rules established by the NFLPA;
- (12) Concealing material facts from any player whom the Contract Advisor is representing which relate to the subject of the player's individual contract negotiation;
- (13) Failing to advise the player and to report to the NFLPA any known violations by an NFL Club of a player's individual contract;
- (14) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or other activity which reflects adversely on his/her fitness as a Contract Advisor or jeopardizes his/her effective representation of NFL players;
- (15) Failure to comply with the maximum fee provisions contained in Section 4 of these Regulations;
- (16) Circumventing the maximum fee provisions contained in Section 4 of these Regulations by knowingly and intentionally increasing the fees that Contract Advisor charges or otherwise would have charged the player for other services including, but not limited to, financial consultation, money management, and/or negotiating player endorsement agreements;
- (17) Failing to provide to each player represented and the NFLPA the annual statements required by Section 3(A)(9) of these Regulations and/or failing to provide the NFLPA copies of all agreements between the Contract Advisor and each player as required by Section 3(A)(6) of these Regulations;
- (18) Filing any lawsuit or other proceeding against a player for any matter which is subject to the exclusive arbitration provisions contained in Section 5 of these regulations;
- (19) Violating the confidentiality provisions of the National Football League Policy and Program for Substances of Abuse. The NFLPA Executive Director in consultation with the Disciplinary Committee may fine a Contract Advisor in accordance with the terms of the National Football League Policy and Program for Substances of Abuse. Such fine, if imposed, shall be in addition to, and not a substitute for, discipline which may be imposed pursuant to Section 6 of these Regulations;

(20) Failing to disclose in writing to any player represented by Contract Advisor any fee paid or received by Contract Advisor to or from a third party in return for providing services to that player;

(21)(a) Initiating any communication, directly or indirectly, with a player who has entered into a Standard Representation Agreement with another Contract Advisor and such Standard Representation Agreement is on file with the NFLPA if the communication concerns a matter relating to the: (i) Player's current Contract Advisor; (ii) Player's current Standard Representation Agreement; (iii) Player's contract status with any NFL Club(s); or (iv) Services to be provided by prospective Contract Advisor either through a Standard Representation Agreement or otherwise.

(b) If a player, already a party to a Standard Representation Agreement, initiates communication with a Contract Advisor relating to any of the subject matters listed in Section 3(B)(21)(a) the Contract Advisor may continue communications with the Player regarding any of those matters.

(c) Section 3(B)(21) shall not apply to any player who has less than sixty (60) days remaining before his NFL Player Contract expires, and he has not yet signed a new Standard Representation Agreement.

(d) Section 3(B)(21) shall not prohibit a Contract Advisor from sending a player written materials which may be reasonably interpreted as advertising directed at players in general and not targeted at a specific player;

(22) Conditioning the signing of a Standard Representation Agreement upon the signing of a contract for other services or the performance of other services by the Contract Advisor or any affiliated entity; or [vice versa];

(23) Attempting to circumvent or circumventing relevant portions of Section 4(B)(5);

(24) Affiliating with or advising players to use the services of a person who is not an NFLPA Registered Player Financial Advisor for purposes of providing financial advice to the player; or acting as a "Financial Advisor" and/or providing "Financial Advice" to an NFL player as those terms are defined in the NFLPA Regulations and Code of Conduct Governing Registered Player Financial Advisors, without first becoming a Registered Player Financial Advisor pursuant to the NFLPA Regulations and Code of Conduct Governing Registered Player Financial Advisors;

(25) Entering into any business relationship with another Contract Advisor to share fees and/or provide negotiation services for

players during a time period commencing when a Disciplinary Complaint has been filed against such Contract Advisor pursuant to Section 6 of these Regulations and ending when disciplinary sanctions become final or, if the sanctions include a suspension or revocation of Certification, at the end of the period of the suspension or revocation of Certification, whichever is later;

(26) Directly or indirectly soliciting a prospective rookie player for representation as a Contract Advisor . . . if that player has signed a Standard Representation Agreement prior to a date which is thirty (30) days before the NFL Draft and if thirty (30) days have not elapsed since the Agreement was signed and filed with the NFLPA;

(27) Directly or indirectly communicating or attempting to communicate with a member of the Committee on Agent Regulation and Discipline ("CARD") concerning the Contract Advisor's pending disciplinary action pursuant to Section 6 of these Regulations once an investigation has commenced relating to that Contract Advisor and continuing through the final disposition of any Section 6 disciplinary action. Notwithstanding the foregoing, communication with the Committee on Agent Regulation and Discipline concerning a pending disciplinary action is permitted when the Committee as a group requests or agrees to discuss the pending disciplinary action with the Contract Advisor and/or his or her representative;

(28) Referring a player to a workers compensation attorney who is not a member of the NFLPA Panel of Workers Compensation Attorneys;

(29) Negotiating and agreeing to an NFL Player Contract containing an incentive clause which is not of any significant value to the player and which instead is primarily intended to help an NFL Club meet its guaranteed Minimum Team Salary under the CBA. (If the player informs the Contract Advisor that he desires to agree to such an incentive with or without the Contract Advisor's participation, the Contract Advisor must present satisfactory evidence to the NFLPA that the Contract Advisor counseled the player that such incentive could significantly undermine the Minimum Team Salary protections for players under the CBA.);

(30)(a) Communicating either directly or indirectly with (including but not limited to in person, telephonic or electronic communication) a prospective player who is ineligible for the NFL Draft pursuant to Article XVI of the CBA or communicating with (including but not limited to in person, telephonic or electronic communication) any person in a position to influence a prospective player who is ineligible to be drafted pursuant to article XVI of the CBA until the prospective player becomes eligible for the NFL Draft.

(b) speaking or presenting to groups of prospective players in a setting where prospective players who are ineligible for the NFL Draft pursuant to Article XVI of the CBA are present at such presentation.

(c) Section 3B(30) shall not prohibit a Contract Advisor from sending any prospective player or prospective player's parents, relatives or legal guardian(s) written materials which may be reasonably interpreted as advertising directed at players in general and not targeted at a specific player.

(31) Violating any other provision of these Regulations.

A Contract Advisor who engages in any prohibited conduct as defined above shall be subject to discipline in accordance with the procedures of Section 6 of these Regulations.

SECTION 4—AGREEMENTS BETWEEN CONTRACT ADVISORS AND PLAYERS; MAXIMUM FEE

A. Standard Form—Any agreement between a Contract Advisor and a player . . . , which is not in writing in the pre-printed form attached hereto as Appendix D or which does not meet the requirements of these Regulations, shall not be enforceable against any player and no Contract Advisor shall have the right to assert any claim against the player for compensation on the basis of such a purported contract.

B. Contract Advisor's Compensation

1. The maximum fee which may be charged or collected by a Contract Advisor shall be three percent (3%) of the "compensation" (as defined within this Section) received by the player in each playing season covered by the contract negotiated by the Contract Advisor, except as follows:

(a) The maximum fee which may be charged or collected by a Contract Advisor shall be:

(i) Two percent (2%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation, or as a Restricted Free Agent;

(ii) One-and-one-half percent (1.5%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation for the second time he is tagged; and

(iii) One percent (1%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation for the third time he is tagged.

2. The Contract Advisor and player may agree to any fee which is less than the maximum fee set forth in (1) above.

3. As used in this Section 4(B), the term “compensation” shall be deemed to include only salaries, signing bonuses, reporting bonuses, roster bonuses, and any performance incentives earned by the player during the term of the contract (including any option year) negotiated by the Contract Advisor. . . .

4. A Contract Advisor is prohibited from receiving any fee for his/her services until and unless the player receives the compensation upon which the fee is based. [There is a lengthy and complex exception if a player earns deferred compensation.]

5. A Contract Advisor who is found to have violated Section 3(B)(2) or (3) of these Regulations shall not be entitled to a fee for services provided to a player who was the subject of an improper inducement under Section 3(B)(2) or (3). In the event that the Contract Advisor collects any fees from the player before a finding of such violation, he/she shall be required to reimburse the player for such fees. If the improper inducement was a loan of money or property which was to be repaid or returned to the Contract Advisor, the money or property need not be repaid or returned by the player who was the subject of the improper inducement under Section 3(B)(2) or (3). This Section 4(B)(5) shall not be subject to any waiver by player. . . .

SECTION 5—ARBITRATION PROCEDURES

A. Disputes—This arbitration procedure shall be the exclusive method for resolving any and all disputes that may arise from the following: (1) Denial by the NFLPA of an Applicant’s Application for Certification; (2) Any dispute between an NFL player and a Contract Advisor with respect to the conduct of individual negotiations by a Contract Advisor; (3) The meaning, interpretation or enforcement of a fee agreement; (4) Any other activities of a Contract Advisor within the scope of these Regulations; and/or (5) A dispute between two or more Contract Advisors with respect to whether or not a Contract Advisor interfered with the contractual relationship of a Contract Advisor and player. . . .

D. Arbitrator—The NFLPA shall select a skilled and experienced person to serve as the outside impartial Arbitrator for all cases arising hereunder.

E. Hearing—After receipt of the grievance documents . . . , the Arbitrator shall 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. . . . The Arbitrator may, at his/her discretion, order discovery in disputes between Contract Advisors filed pursuant to Section 5(A)(5). . . . [T]he Arbitrator shall issue a written decision. At the hearing, the grievant shall have the burden of proving, by a preponderance of the evidence, the allegations of the grievance. Such decision shall constitute full, final and complete

disposition of the grievance, and will be binding upon the player and 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 these Regulations or any other applicable document. . . .

SECTION 6—OVERSIGHT AND COMPLIANCE PROCEDURE

A. Disciplinary Committee—The President of the NFLPA shall appoint a three to five person Disciplinary Committee which may prosecute disciplinary procedures against Contract Advisors who violate these Regulations. Any action taken shall be by a majority vote of the Disciplinary Committee members. . . .

E. Appeal—The Contract Advisor against whom a Complaint has been filed under this Section may appeal the Disciplinary Committee’s proposed disciplinary action to the outside Arbitrator by filing a written Notice of Appeal with the Arbitrator within twenty (20) days following Contract Advisor’s receipt of notification of the proposed disciplinary action. . . . The failure of Contract Advisor to file a timely appeal shall be deemed to constitute an acceptance of the discipline which shall then be promptly imposed.

G. Conduct of Hearing—At the hearing of any Appeal pursuant to this Section 6, the Disciplinary Committee shall have the burden of proving, by a preponderance of the evidence, the allegations of its Complaint. The Committee and the Contract Advisor shall be afforded a full opportunity to present, through testimony or otherwise, their evidence pertaining to the action or conduct of the Contract Advisor alleged to be in violation of the Regulations. . . . The Arbitrator shall decide two issues: (1) whether the Contract Advisor has engaged in or is engaging in prohibited conduct as alleged by the Committee; and (2) if so, whether the discipline proposed by the Committee should be affirmed or modified. Such decision shall be made in the form of an appropriate written order reflecting the Arbitrator’s opinion and shall be final and binding upon all parties.

Sec. E

NFLPA PLAYER–AGENT STANDARD REPRESENTATION AGREEMENT

This AGREEMENT made this ___ day of _____, 20__, by and between _____ (hereinafter “Player”) and _____ (hereinafter “Contract Advisor”)

WITNESSETH:

In consideration of the mutual promises made by each to the other, Player and Contract Advisor agree as follows:

1. General Principles

This Agreement is entered into pursuant to and in accordance with the National Football League Players Association (hereinafter "NFLPA") Regulations Governing Contract Advisors (hereinafter "the Regulations") effective December 1, 1994, and as amended thereafter from time to time.

2. Representatives

Contract Advisor represents that in advance of executing this Agreement, he/she has been duly certified as a Contract Advisor by the NFLPA. Player acknowledges that the NFLPA certification of the Contract Advisor is neither a recommendation of the Contract Advisor, nor a warranty by NFLPA of the Contract Advisor's competence, honesty, skills, or qualifications.

Contract Advisor hereby discloses that he/she (check one): [] represents or has represented; [] does not represent and has not represented NFL management personnel in matters pertaining to their employment by or association with any NFL club. (If Contract Advisor responds in the affirmative, Contract Advisor must attach a written addendum to this Agreement listing names and positions of those NFL Personnel represented).

3. Contract Services

Player hereby retains Contract Advisor to represent, advise, counsel, and assist Player in the negotiation, execution, and enforcement of this playing contract(s) in the National Football League.

In performing these services, Contract Advisor acknowledges that he/she is acting in a fiduciary capacity on behalf of Player and agrees to 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. Contract Advisor shall be the exclusive representative for the purpose of negotiating player contracts for Player. However, Contract Advisor shall not have the authority to bind or commit Player to enter into any contract without actual execution thereof by Player. Once Player agrees to and executes his player contract, Contract Advisor agrees to also sign the player contract and send a copy (by facsimile or overnight mail) to the NFLPA and the NFL Club within 48 hours of execution by Player.

If Player and Contract Advisor have entered into any other agreements or contracts relating to services other than the individual negotiating services described in this Section (e.g. financial advice, tax preparation):

A. Describe the nature of the other services covered by the separate agreements:

B. Contract Advisor and Player hereby acknowledge that Player was given the opportunity to enter into any of the agreements described in Paragraph 3A above and this Standard Representation Agreement, without the signing of one agreement being conditioned upon the signing of any of the other agreements in violation of Section 3(B)(21) of the NFLPA Regulations Governing Contract Advisors.

Contract Advisor Player

4. Compensation for Services

If Contract Advisor succeeds in negotiating an NFL Player Contract acceptable to Player and signed by Player during the term hereof, Contract Advisor shall receive a fee of three percent (3%) of the compensation received by Player for each such playing season, unless a lesser percent (%) or amount has been agreed to by the parties and is noted in the space below.

The parties hereto have agreed to the following lesser fee.

In computing the allowable fee pursuant to this Section 4 the term "compensation" shall include only base salaries, signing bonuses, reporting bonuses, roster bonuses and any performance incentives actually received by Player. The term "compensation" shall not include any "honor" incentive bonuses (i.e. ALL PRO, PRO BOWL, Rookie of the Year), or any collectively bargained benefits.

5. Payment of Contract Advisor's Fee

Contract Advisor shall not be entitled to receive any fee for the performance of his/her services pursuant to this Agreement until Player receives the compensation upon which the fee is based.

However, Player may enter into an agreement with Contract Advisor to pay any fee attributable to deferred compensation due and payable to Player in advance of when the deferred compensation is paid to Player,

provided that Player has performed the services necessary under his contract to entitle him to the deferred compensation. Such fee shall be reduced to its present value as specified in the NFLPA Regulations (see Section 4(b)). Such an agreement must also be in writing, with a copy sent to the NFLPA.

In no case shall Contract Advisor accept, directly or indirectly, payment of any fees hereunder from Player's club. Further, Contract Advisor is prohibited from discussing any aspect of his/her fee arrangement hereunder with any club.

6. Expenses

Player shall reimburse Contract Advisor for all reasonable and necessary communication expenses (i.e. telephone and postage) actually incurred by Contract Advisor in connection with the negotiation of Player's NFL contract. Player also shall reimburse Contract Advisor for all reasonable and necessary travel expenses actually incurred by Contract Advisor during the term hereof in the negotiation of Player's NFL contract, 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 from Contract Advisor.

After each NFL season and prior to the first day of May following each season for which Contract Advisor has received fees and expenses, Contract Advisor must send to Player (with a copy of the NFLPA) an itemized statement covering the period March 1 through February 28th or 29th of that year. Such statement shall set forth both the fees charged to Player for, and any expenses incurred in connection with, the performance of the following services: (a) individual player salary negotiations, (b) management of player's assets, (c) financial, investment, legal, tax and/or other advice, and (d) any other miscellaneous services.

7. Disclaimer of Liability

Player and Contract Advisor 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 pursuant to this Agreement (except to the extent that Contract Advisor shall comply with NFLPA Regulations) and that they will save and hold harmless the NFLPA, its officers, employees and representatives from any liability whatsoever with respect to their conduct or activities relating to or in connection with this Agreement or such individual negotiations.

8. Disputes

Any and all disputes between Player and Contract Advisor involving the meaning, interpretation, application, or enforcement of this

Agreement or the obligations of the parties under this Agreement shall be resolved exclusively through the arbitration procedures set forth in Section 5 of the NFLPA Regulations Governing Contract Advisors.

9. Notices

All notices hereunder shall be effective if sent by certified mail, postage prepaid to the following addresses.

If to the Contract Advisor:

If to the Player:

10. Entire Agreement

This Agreement, along with the NFLPA Regulations, set forth the entire agreement between the parties hereto and cannot be amended, modified or changed orally. Any written amendments or changes shall be effective only to the extent that they are consistent with the Standard Representation Agreement as approved by the NFLPA.

11. Filing

This contract is signed in quadruplicate. Contract Advisor agrees to deliver two (2) copies to the NFLPA within five (5) days of its execution; one (1) copy to the Player; and retain one (1) copy for his/her files. Contract Advisor further agrees to submit any other executed agreements between Player and Contract Advisor to NFLPA.

12. Term

The term of this Agreement shall begin on the date hereof and shall remain in effect until such time that it is terminated by either party in which case termination of this Agreement shall be effective five (5) 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 request to the appropriate address contained in this Agreement. Notwithstanding the above, if this Standard Representation Agreement is being signed by a prospective rookie player (a "Rookie" shall be defined as a person who has never signed an NFL Player Contract) prior to the date which is thirty (30) days before the NFL Draft, then this Agreement shall not be terminable by player until at least 30 days after it has been signed by player.

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, Contract Advisor shall be entitled to compensation for the reasonable value of the services performed in the attempted negotiation of such contract(s) provided such services and time

spent thereon are adequately documented by Contract Advisor. If termination pursuant to the above provision occurs after Player has signed an NFL player contract negotiated by Contract Advisor, Contract Advisor shall be entitled to the fee prescribed in Section 4 above for negotiation of such contract(s).

In the event that Player is able to renegotiate any contract(s) previously negotiated by Contract Advisor prior to expiration thereof, Contract Advisor shall still be entitled to the fee he/she would have been paid pursuant to Section 4 above as if such original contract(s) had not been renegotiated. If 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 Contract Advisor negotiated the original contract(s).

If the Contract Advisor's certification is suspended or revoked by the NFLPA or the Contract Advisor is otherwise prohibited by the NFLPA from performing the services he/she has agreed to perform herein, this Agreement shall automatically terminate, effective as of the date of such suspension or termination.

13. Governing Law

This Agreement shall be construed, interpreted and enforced according to the laws of the State of _____.

Contract Advisor and Player recognize that certain state statutes regulating sports agents require specified language in the player/agent contract. The parties therefore agree to the following additional language as required by state statute.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT

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

(CONTRACT ADVISOR)

(Street Address or P.O. Box)

(City, State, Zip Code)

(Telephone)

(Fax Number)

(PLAYER)

(Street Address or P.O. Box)

(City, State, Zip Code)

(In-Season Telephone)

(Off-Season Telephone)

(Player's Birthdate)

(College/University)

Print Name and Signature of PARENT or GUARDIAN (if Player is under 21 Years of Age)

(Street Address)

(City, State, Zip Code)

(Telephone)