STANDARD PLAYER AGENT CONTRACT

Agreement made this _____ day of _____, 20____, by and between _____ (hereinafter the "Agent") and _____ (hereinafter the "Player").

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

1. **General Principles**

This Agreement is entered into pursuant to and in accordance with the Women's National Basketball Players Association's ("WNBPA") Regulations Governing Player Agents (the "Regulations") as promulgated effective January 1, 2000 and as may be amended thereafter from time to time. The Agent represents that in advance of executing this Agreement, he has read and familiarized himself with the Regulations and has applied for and been certified as a Player Agent by the WNBPA.

This Agreement shall apply only with respect to the Agent's performance of services described below.

2. **Contract Services**

Commencing on the date of this Agreement, the Agent agrees to represent the Player -- to the extent requested by the Player -- in conducting individual compensation negotiations for the performance of the Player's services as a professional basketball player with the Women's National Basketball Association ("WNBA") and/or the Player's WNBA team as well as for the performance of the Player's services in connection with any team and/or WNBA Marketing Agreements.

[If the Agent will not be "conducting individual compensation negotiations," then insert in lieu of those quoted words: "in assisting, advising or counseling the Player in connection with individual compensation negotiations".] After a contract with the WNBA and/or the Player's team is executed, the Agent agrees to continue to assist, advise and counsel the Player in enforcing her rights under that contract.

In performing these services the Agent is the WNBPA's delegated representative and is acting in a fiduciary capacity on behalf of both the Player and the WNBPA. In no event shall the Agent have the authority to bind or commit the Player in any manner without the express prior consent of the Player and in no event shall the Agent execute a player contract on behalf of the Player.

3. **Compensation for Services**

The Player shall pay fees to the Agent for services performed pursuant to this Agreement in accordance with the following schedule:

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Please contact the proper sports organization, league, government entity, or other association who can provide the official form(s).

(A) For compensation received by the Player which represents the Player's annual base salary, the parties have agreed that the agent shall receive a maximum fee of five percent (5%) of the compensation received by the Player for each such season. **The agreed upon fee must be indicated in the space below, and signed by both parties;**

[The parties hereto have agreed to the following fee:

_____ Player's Signature _____

_____ Agent's Signature _____]

(B) For compensation received by the player resulting from an agreement between the player and the WNBA and/or the Player's WNBA team for the player to perform additional non-playing services on behalf of the WNBA and/or the Player's WNBA team, the Agent shall receive a maximum fee of five percent (5%) of the compensation received by the Player for each such year of the agreement. **The agreed upon fee must be indicated in the space below, and signed by both parties;**

[The parties hereto have agreed to the following fee:

_____ Player's Signature _____

_____ Agent's Signature _____]

In computing the allowable fee pursuant to paragraph 3(A) or (B) above, the term "base salary compensation" shall include base salary and signing bonuses; no other benefits provided in the player contract shall be taken into account in the computing of the fee -- including, but not limited to, the fact that the contract guarantees compensation to the Player for one or more seasons, the value of a personal loan, an insurance policy, an automobile, or a residence, etc.

4. **Time for Receipt of Payment of Agent's Fees**

The Agent shall not be entitled to receive any fee for the performance of her/his services pursuant to this Agreement until the Player receives the compensation upon which the fee is based. Within fifteen (15) days of the Player's receipt of each compensation payment (as defined in paragraph 3 above) during the term of this Agreement or any extension, renewal, or modification thereof, the Player shall make her fee payment to the Agent in an amount computed in accordance with paragraph 3 above.

In no case shall the Agent accept, directly or indirectly, payment of her/his fee from the WNBA or Player's team. Further, the amount of the Agent's fee shall not be discussed with the WNBA or any WNBA team with whom the Agent is negotiating on behalf of the Player, nor shall the Agent or Player secure an agreement from the WNBA or Player's team respecting the amount of the Agent's fee.

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5. **Expenses**

All expenses incurred by the Agent in the performance of the services hereunder shall be solely the Agent's responsibility and shall not be reimbursable by the Player, except that with respect to each player contract negotiated under this Agreement (irrespective of the number of playing seasons covered) the Player shall (a) reimburse the Agent for reasonable travel, living and communications expenses (e.g., telephone, postage) actually incurred by the Agent up to Two Hundred and Fifty Dollars ($250); provided, however, if the expenses exceed Two Hundred and Fifty Dollars ($250), the Player shall be obligated to reimburse the Agent for the fees and expenses of any attorney, accountant, tax consultant or vices to the Player, but only if such services are other than in connection with the negotiation and execution of such player contracts. The Player shall promptly pay all expenses, fees and costs for which he is obligated under this paragraph 5 upon receipt of an itemized statement thereof.

6. **Term**

The term of this Agreement shall begin on the date hereof and shall continue in effect until terminated by either party, at any time upon providing written notice of termination to the other party; and; provided, further, that if the Agent's certification is suspended or revoked by the WNBPA or the Agent is otherwise prohibited by the WNBPA from performing the services she/he has agreed to perform herein, this Agreement automatically shall terminate effective as of the date of such suspension or termination.

Upon being terminated pursuant to either of the above provisions, the Agent may be entitled to be compensated for the reasonable value of the services she/he has already performed based upon the fee schedule contained in paragraph 3 above.

7. **Arbitration: Resolution of All Disputes Arising Out of This Agreement**

Any and all disputes between the Player and the Agent 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 procedure set forth in the WNBPA Regulations Governing Player Agents. As provided in those Regulations, if any arbitration hearing takes place, the WNBPA may participate and present, by testimony or otherwise, any evidence relevant to the dispute. Because of the uniquely internal nature of any such dispute that may arise under this Agreement, the Player and the Agent agree that the arbitrator's award shall constitute a final and binding resolution of the dispute and neither party will seek judicial review on any ground.

8. **Notices**

All notices hereunder shall be effective if sent by certified mail, postage prepaid.

If to the Agent:

If to the Player:

If to the WNBPA: Women's National Basketball Players Association
310 Lenox Avenue, 3rd Floor
New York, New York 10027

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9. **Entire Agreement**

This Agreement sets forth the entire agreement between the parties. This Agreement cannot be amended or changed orally and any written amendments or changes shall be effective only to the extent that they are consistent with the Standard Form Agreement approved by the WNBPA.

This Agreement replaces and supersedes any agreement between the parties entered into at any time on or before the effective date of this agreement.

10. **Governing Law**

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

11. **Filing**

This contract should be signed in triplicate. **An original** must be promptly delivered by the Agent to the WNBPA Committee on Agent Regulations within **three (3)** days of its execution; one (1) original must be promptly delivered by the Agent to the Player; and one (1) original should be retained by the Agent.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT

IN WITNESS WHEREOF, the parties hereto have hereunder signed their names.

_____
PLAYER AGENT

_____
PLAYER

_____
PARENT or GUARDIAN
(If Player is under 21 years of age)

Player's date of birth: _____

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