

## Sports Representation Agreement

THIS AGREEMENT is made as of August 16, 2019 by and between Prince Management Group (PMG) and Maine Prince ("Sports Agent/Business Manager"), whose mailing address is 935 West 7<sup>th</sup> Street; Los Angeles, CA 90017 and [REDACTED] ("Player"), whose address is [REDACTED]

WHEREAS, Player desires to engage agent to represent Player and to render services to Player as Player's sole and exclusive personal Sports Agent / Business Manager, representative and advisor, throughout the world in all of Player's affairs in the field of professional sports, endorsements, marketing/advertising, business, foundation management and

WHEREAS, Sports Agent / Business Manager desires to act in such capacity and to accept such engagement;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Services.

A. Player engages Sports Agent / Business Manager to be the exclusive personal Sports Agent / Business Manager, representative and advisor, throughout the world, of Player (and any company or corporation formed, owned or controlled, directly or indirectly, by Player) in all facets of Player's careers in the field of professional sports. Without limiting the foregoing, Sports Agent / Business Manager will be Player's exclusive representative for negotiating the terms governing the disposition, use, employment, promotion, and exploitation of Player's talent as professional athlete.

B. Sports Agent / Business Manager accepts such engagement and agrees to advise and counsel Player regarding Player's careers in professional sports and to use its best reasonable efforts to promote, develop and advance Player's career.

C. It is understood that Prince Management Group will represent the Player in professional sports leagues; National Football League (NFL), Canadian Football League (CFL), Extreme Football League (XFL), Arena Football League (AFL), and/or any professional sports league available or non-sports employment opportunities. Any compensation required to be paid to such agents or agencies shall be at Player's sole cost and expense. Player shall submit all offers of employment to Sports Agent / Business Manager and will refer any inquiries directly or indirectly concerning or seeking Player's services to Sports Agent / Business Manager for review of opportunities for favorable results.

D. It is expressly understood and agreed that Sports Agent / Business Manager may be engaged in other business activities and may represent other Players and that Sports Agent / Business Manager will not be required to devote its full time and interest to representation of Player. However, all services rendered will be to the maximum benefit of the Player to successfully achieve the best opportunity for the Player's career.

2. Term. [One year short - seven years is long. Extensions can be based on minimum income achievements annually or securing a professional sports contract or college / professional coaching opportunity, or other indicia of progress]. The initial term ("Initial Term") of this Agreement will be three (3) years from the date first above written. Sports Agent / Business Manager will have the right to extend the Initial Term for two (2) consecutive one (1) year option periods (the "Option Periods"). Unless Sports Agent / Business Manager gives Player written notice of Sports Agent / Business Manager's intention not to exercise an option period option at least 30 days prior to the expiration of the then-current Option Period, the option will be automatically exercised and applicable Option Period will commence immediately upon conclusion of the preceding Initial Term or Option Period (as applicable). The Initial Term and the exercised Option Periods are collectively referred to hereinafter as the "Term."

3. Compensation. In consideration of Sports Agent / Business Manager's services, Player agrees as follows:

A. Player will pay Sports Agent / Business Manager or cause Sports Agent / Business Manager to be paid a "commission" to equal 25% on all professional sports playing contracts, unless otherwise stated "commission" allowable by the sports league to be payable to the Sports Agent. Currently the allowable "commission" for the NFL and the CFL = 3% of the gross compensation of the signed contract to the Player. There are no other football leagues currently with "commission" guidelines. If utilizing the service as placement employed as a college or professional football coach or personnel, "commission" payable is 33%. If marketing/endorsement opportunities are compensated, Player agrees to pay "commission" equal to 50% of the gross income received, credited, or recovered (based upon claims asserted by Player) by or on behalf of Player during the Term of this Agreement. Player is also to pay a non-refundable retainer fee for services of \$2,500 one time, not including 10% administrative fee. As a dual role as a Business Manager, Player will pay a "commission" of 50% on all gross savings negotiated on behalf of the player in regards to player's overall financial endeavors not limited to: financial services, insurances, business contracts, etc. that pertain to revenue generated opportunities and cost-saving analysis.

B. For the purposes of this Agreement, "Gross Income" will include all forms of income, consideration and compensation relating to Player's endeavors in professional sports, including, without limitation, salaries, advances, earnings, fees, royalties, partnership interests, shares of stock, bonuses, shares of profits, recording funds, gifts, income in-kind, and other considerations of any kind or nature whatsoever earned or received directly or indirectly by Player. Gross Income will also include recoveries of claims for damages (whether by judgment, settlement or decree but net of actual costs and expenses, including reasonable attorney's fees, paid by Player in respect of such judgment, settlement or decree, but specifically excluding punitive damages) from related claims, or any other kind or type of income recovered (based upon claims asserted by or on behalf of Player) or otherwise received or credited at any time during the Term hereof by Player or any of Player's heirs, executors, administrators, assigns, or any person, firm or corporation (including Sports Agent / Business Manager) on Player's behalf and which is related to Player's career in professional sports.



C. Sports Agent / Business Manager's Commission will be payable upon all Gross Income as and when such Gross Income is received by Player or by any third party on Player's behalf during the Term and thereafter. There is no delay in accounts payable.

D. After the expiration of this Agreement, Sports Agent / Business Manager will receive the Commission with respect to all engagements and agreements entered into or substantially negotiated during the Term ("Post Term Earnings") as follows: **[this is called the a "Sunset provision" - 1 year is short; 4 years is long depending on the reasonable pay-off period for developing an Player's income. The commission descends annually to enable the transition of another Sports Agent / Business Manager at an increasing commission.]**

- (i) first year and each successive year – commission less 5%; and
- (ii) thereafter Player shall not be obligated to pay Sports Agent / Business Manager any compensation.

E. For all Gross Income, the determination as to whether the Gross Income is subject to commission under this Agreement will be made as of the date such Gross Income, including, without limitation, royalties, are earned by the Player.

F. Except as specified herein, no expense, cost or disbursement incurred in connection with receipt of Gross Income, including, without limitation, salaries, professional fees will be deducted therefrom prior to calculation of Commission.

G. In the event that Player conducts business or forms a corporation during the Term of this Agreement for the purpose of furnishing and exploiting Player's business opportunities, Sports Agent / Business Manager shall have the irrevocable option, exercisable within ninety (90) days after the date it receives written notice of such event, to enter into a management contract with such business or corporation identical in all respects to this Agreement (except as to the parties thereto and the commencement date of the term of such contract) subject to the following:

- i. If Sports Agent / Business Manager exercises such option within such ninety (90) day period, then the gross earnings of such business or corporation derived in whole or in part from Player's services, prior to the deduction of any corporate income or other taxes and of any corporate costs or expenses or other deductions, shall be included as part of Gross Income; provided, that the subsequent distribution(s) of such monies to Player (as salary, dividends or otherwise) shall not be commissionable by Sports Agent / Business Manager hereunder and said distribution(s) shall be excluded from Gross Income for the purpose of calculating the compensation due to Sports Agent / Business Manager hereunder.

- ii. In the event that Sports Agent / Business Manager fails to exercise such option within such ninety (90) day period, then the gross earnings of such business or corporation derived in whole or in part from Player's services, prior to deduction of any corporate income or other taxes and any other corporate costs or expenses or deductions shall be excluded from Player's Gross Income, and such salary, dividends, or other distributions of profits and other financial benefits such as retirement plans as may be paid to Player by such business or corporation shall be included as part of Player's Gross Income.

H. Sports Agent / Business Manager shall receive that portion of Gross Income (including, without limitation, Post-Term Earnings) of Player as to which Sports Agent / Business Manager is entitled hereunder within thirty (30) days after the end of the month in which Player receives such Gross Income.

I. If Sports Agent / Business Manager advances any fees, costs or expenses on Player's behalf, which Sports Agent / Business Manager is not required to do, Player will reimburse Sports Agent / Business Manager for such advances within thirty (30) days of Sports Agent / Business Manager's payment and/or in the event Sports Agent / Business Manager does not take or withhold its Commission from Gross Income for any reason, such amounts will be deemed a loan from Sports Agent / Business Manager to Player. Player hereby authorizes and empowers Sports Agent / Business Manager to deduct the amount of any such loans and advances from any sums received by Sports Agent / Business Manager for Player's account. Player agrees to pay Sports Agent / Business Manager interest on the unpaid balance of such loan in the amount of [twenty-five percent (25%) per annum]. This applies to any payment agreements between PMG and the Player.

- 4. Power of Attorney. Player hereby irrevocably appoints Sports Agent / Business Manager as Player's true and lawful attorney-in-fact for the Term of this Agreement to sign, make, execute and deliver in the name of Player any and all contracts relating solely to Player's personal appearances; provided, however, that Sports Agent / Business Manager shall have obtained Player's approval of such proposed personal appearance prior to executing any agreement in respect of same, and provided further that no such personal appearance contract shall bind Player for a such personal appearance contract shall bind Player for a period in excess of three (3) days. Player gives to Sports Agent / Business Manager as Player's attorney-in-fact, full power and authority to do and perform all and every act and thing necessary to be done for the purposes set forth in this Paragraph 5 as fully as Player might or could do if personally present and ratifies and confirms all that Sports Agent / Business Manager shall lawfully do or cause to be done by virtue of the grant of such power. Telephoned consent shall be acceptable in certain instances where time would not permit Sports Agent / Business Manager to receive Player's written consent. Sports Agent / Business Manager will provide Player with copies of all agreements Sports Agent / Business Manager executes on Player's behalf.

5. Neither Player nor Sports Agent / Business Manager will have the right to assign this Agreement or any rights or obligations hereunder without the express written consent of the other, except that Sports Agent / Business Manager may assign this Agreement without Player's consent to any firm, corporation or other entity of which Sports Agent / Business Manager is an officer, partner, employee or consultant and Sports Agent / Business Manager remains personally responsible for the supervision of Player's career on a day-today basis. Player is hereby jointly and severally liable for all agreements, representations, warranties, and undertakings specified in this Agreement. The substitution of any individual or individuals for any of the individual signatories to this Agreement (and any substitutes therefor), and the adding or subtracting from the original number of individuals comprising Player hereunder shall be done only after consultation with Sports Agent / Business Manager.
6. Each party warrants and represents that they are free to enter into and to perform under this Agreement and is not a party to any presently existing contract which would interfere with Player's full performance of the terms and conditions of this Agreement. Player represents and warrants that no portion of any Gross Income which may become payable to Player during the Term of this Agreement on account of a property created by Player in whole or in part prior to or during the Term hereof will be encumbered so as to adversely affect or reduce Sports Agent / Business Manager's compensation hereunder. The Player and Sports Agent / Business Manager (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any and all losses, damages (consequential or otherwise), costs, expenses or fees (including reasonable attorneys' fees) incurred by the party seeking indemnification in any claim, suit or proceeding instituted by a third party against such party seeking indemnification in which any assertion is made which is inconsistent with any warranty, representation or covenant made in this Agreement by the Indemnifying Party; provided, that the foregoing indemnity shall be limited to claims which are reduced to final judgment or which are settled with the prior consent of the Indemnifying Party concerned. The Indemnifying Party shall control the defense of any such claim, suit or proceeding, provided that the other party hereto may, at its sole cost and expense, participate in the defense thereof with counsel of its own choosing.
7. All notices hereunder will be in writing and will be given by mail in the United States mail, postage pre-paid, by electronic mail (email) or by telegraph with all charges pre-paid at the addresses first indicated above, or such other address as either Player or Sports Agent / Business Manager may designate by notice to the other and date of such mailing or telegraphing will be the time of the giving of notice.
8. Termination. This Agreement may not be terminated by reason of either party's breach of this Agreement unless the party alleging such breach has notified the other party in writing concerning the nature of the breach and the alleged breaching party has failed to cure such breach within twenty (20) business days of his receipt of such written notice.



9. This Agreement is governed by the laws of the State of California. The parties agree to submit to the jurisdiction of the courts of the State of California. In the event any provision of this Agreement is determined to be illegal or unenforceable, the same will not affect the validity or enforceability of the remaining provisions of this Agreement.


**IN WITNESS WHEREOF**, Player and Sports Agent / Business Manager have caused this Agreement to be executed as of the date first indicated above.

**Player**

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




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



Primary Email Address

**Sports Agent / Business Manager**

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



Maine Prince

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

August 16, 2019  
Date



APPENDIX "C"  
CANADIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION  
STANDARD REPRESENTATION AGREEMENT

This AGREEMENT made this 15<sup>th</sup> day of August, 2019, by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ (hereinafter "Player") and between Maine Prince (hereinafter "Contract Advisor")

WITNESSETH:

In consideration of the mutual promises hereinafter 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 Canadian Football League Players Association (hereinafter "CFLPA") Regulations Governing Contract Advisors (hereinafter "the Regulations") and as amended thereafter from time to time.

**2. Representations**

Contract Advisor represents that in advance of executing this Agreement, he/she has been duly registered as a Contract Advisor by the CFLPA. Player acknowledges that the CFLPA registration of the Contract Advisor is neither a recommendation of the Contract Advisor, nor a warranty by CFLPA 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 CFL management personnel in matters pertaining to their employment by or association with any CFL club. (If Contract Advisor responds in the affirmative, Contract Advisor must attach a written addendum "APPENDIX E" to this Agreement listing names and positions of those CFL Personnel represented).

Contract Advisor hereby discloses that he/she (check one): [  ] has professional liability insurance in the amount of \$ \_\_\_\_\_; [  ] does not have professional liability insurance.

**3. Contract Services**

Player hereby retains Contract Advisor to represent, advise, counsel and assist Player in the negotiation, execution, and enforcement of his playing contract(s) in the Canadian 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 CFL Clubs. Contract Advisor shall be the exclusive representative for the purpose of negotiating player contracts for Player. Contract Advisor, however, 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 CFLPA and the CFL 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:

Business Management; Endorsements; Public Relations; Marketing

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.

Maine Paine  
Contract Advisor

\_\_\_\_\_  
Player

**4. Compensation for Services**

If a Contract Advisor succeeds in negotiating a Contract acceptable to the Player and signed by the Player during the term herein, the Contract Advisor shall receive a fee as set forth immediately below. THE CONTRACT ADVISOR AND THE PLAYER AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SUCH FEE IS FREELY NEGOTIABLE BETWEEN THEM EXCEPT THAT NO AGREED FEE MAY BE GREATER THAN THE MAXIMUM SET OUT IMMEDIATELY BELOW.

- a) Three percent (3%) of the compensation received by the Player for each playing season covered by a Player Contract which is the result of negotiations between the Contract Advisor and the CFL Club;
- b) The fee for the Contract Advisor's services shall be as follows (Both the Contract Advisor and the Player must initial the appropriate line below):

	Contract Advisor	Player
Three Percent (3%)	<u>MP</u>	_____
Two and one-half Percent (2 1/2%)	_____	_____
Two Percent (2%)	_____	_____
One and one-half Percent (1 1/2%)	_____	_____
One Percent (1%)	_____	_____
Other (specify below)	_____	_____
_____		
_____		
_____		
_____		
_____		
_____		



The term compensation in this Article shall be deemed to include only base salary, signing bonus, housing allowance, roster bonus or reporting bonus payments, Practice Squad salary in excess of the minimum Practice Squad salary specified in the Collective Bargaining Agreement, and any performance bonuses actually received by the Player. The term “compensation” shall not include “honour” incentive bonuses or any benefits which are contained in the Collective Bargaining Agreement

## **FEES MAY ONLY BE CHARGED IN CANADIAN DOLLARS**

### **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.

Player, however, may enter into an agreement with Contract Advisor to pay any fee attributed 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. Such agreement must also be in writing, with a copy sent to the CFLPA.

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 CFL contract. Player shall also 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 CFL contract, but only if such expenses and approximate amounts thereof are approved in writing in advance by Player. Player shall promptly pay all such expenses upon receipt of an itemized, written statement from Contract Advisor.

After each CFL season and prior to the first day of May following each session for which Contract Advisor has received fees and expenses, Contract Advisor must send to Player (with a copy of the CFLPA) an itemized statement covering the period April 1 through March 31<sup>st</sup> 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 CFLPA Regulations) and that they will save and hold harmless the CFLPA, 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 Article 6 of the CFLPA Regulations Governing Contract Advisors.

**9. Notices**

All notices hereunder shall be effective if sent by registered mail to the following addresses.

If to the Contract Advisor: Maine Prince  
935 West 7th Street  
Los Angeles, CA 90017

If to the Player: [REDACTED]

[REDACTED]

**10. Entire Agreement**

This Agreement, along with the CFLPA 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 CFLPA.

**11. Filing**

If this contract is signed electronically with secure digital signatures, Contract Advisor agrees to deliver one (1) copy to the CFLPA within five (5) days of its execution; one (1) copy to 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 CFLPA.

**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 notice of termination is given to the other party. Notice shall be effective for purposes of this paragraph if sent by registered mail. 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 a CFL Player Contract) prior to the date which is thirty (30) days before the CFL 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 a CFL 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 a CFL 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 the Player is able to negotiate any contract(s) previously negotiated by Contract Advisor prior to expiration thereof for a greater amount, 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. In the event that the Player is required to negotiate any contract(s) previously negotiated by the Contract Advisor prior to the expiration thereof for a lesser amount, Contract Advisor shall only be

entitled to a fee he/she would have been paid pursuant to Section 4 above on the basis of the contract(s) negotiated for a lesser amount. If Contract Advisor represents Player in renegotiation of the original contract(s), for a greater amount, the fee for such negotiation shall be based solely on 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 Contract Advisor's registration is suspended or revoked by the CFLPA or the Contract Advisor is otherwise prohibited by the CFLPA 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 Province where the Member Club is situate.

### EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT

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

  
\_\_\_\_\_  
**(CONTRACT ADVISOR)**  
935 West 7th Street Los Angeles, CA 90017  
\_\_\_\_\_  
(Street Address/P.O. Box) (City, Province/State,  
Postal/Zip Code)  
424-281-0527  
\_\_\_\_\_  
(Telephone) (Fax Number)  
\_\_\_\_\_

\_\_\_\_\_  
**(PLAYER)**  
\_\_\_\_\_  
(Street Address/P.O. Box) (City, Province/State,  
Postal/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, Province/State, Postal/Zip Code)  
\_\_\_\_\_  
(Telephone)