

MLBPA REGULATIONS GOVERNING PLAYER AGENTS

Introduction

These Regulations have been promulgated by the Executive Board of the Major League Baseball Players Association ("MLBPA" or "Association") on the basis of the Association's authority and duty as the exclusive bargaining representative for all Players employed by the baseball clubs comprising the National League of Professional Baseball Clubs and the American League of Professional Baseball Clubs, pursuant to Section 9(a) of the National Labor Relations Act, and the collective bargaining agreement in effect between the MLBPA and those Clubs.

Section 9(a) of the NLRA provides, in pertinent part:

Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives for all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. [Emphasis supplied.]

The collective bargaining agreement between the Association and the Clubs provides, in pertinent part, as follows:

ARTICLE II -- Recognition

The Clubs recognize the Association as the sole and exclusive bargaining agent for all Major League Players, and individuals who may become Major League Players during the term of this Agreement, with regard to all terms and conditions of employment, provided that an individual Player shall be entitled to negotiate in accordance with the provisions set forth in this Agreement (1) an individual salary over and above the minimum requirements established by this Agreement and (2) Special Covenants to be included in individual Uniform Player's Contracts, which actually or potentially provide additional benefits to the Player. [Emphasis supplied.]

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ARTICLE IV -- Negotiation and Approval of Contracts.

A Player, if he so desires, may designate an agent to conduct on his behalf, or to assist him in, the negotiation of an individual salary and/or Special Covenants to

be included in his Uniform Player's Contract with any Club, provided such agent has been certified to the Clubs by the Association as authorized to act as a Player's Agent for such purposes. (Emphasis supplied.)

Section 1: Scope of Regulations; Amendments

A. No person (other than a representative of the MLBPA or a Player representing himself) shall be permitted:

(1) to conduct on behalf of any Player, to assist or advise any Player with respect to, or to otherwise represent any Player in, negotiations (including salary arbitration) concerning the individual salary of such Player to be included in his Uniform Player's Contract; or

(2) to conduct on behalf of any Player, to assist or advise any Player with respect to, or to otherwise represent any Player in, negotiations (including salary arbitration) concerning Special Covenants to be included in such Player's Uniform Player's Contract; or

(3) to administer or enforce any Player's Uniform Player's Contract with any Major League Baseball Club, a League, the Commissioner's Office, or any entity affiliated with them; or

(4) to attempt any of the above activities;

unless that person is first certified by the MLBPA to act as that Player's Player Agent pursuant to these Regulations.

B. Any provision in these Regulations may be amended or modified by the Executive Board of the Association at any time it deems appropriate.

Section 2: Requirements for Certification; Grounds for Denying Certification; Appeals; Discipline; Appeals

A. Any person¹ who wishes to perform the functions of a Player Agent described in Section 1(A) must first be certified to do so by the Players Association.

¹ The Association will not entertain an Application in the name of a company, partnership, corporation, or other business entity; there is, however, no limit on the number of persons in such entities who may be certified. But see Section 4(C), below.

An individual who is not already certified to represent a Player in the bargaining unit must file a verified Application and Certification Statement ["Application"]. The Application must be in the form attached as Exhibit A, Parts I, II and III. No other form of Application, including one which responds to all questions but not on the form itself, will be accepted by the Association. The Application must also be accompanied by a statement by a Player in the bargaining unit that the Player wishes to have the applicant serve as his Player Agent. The statement by the Player must be in the form attached as Exhibit B, entitled Player Agent Designation Form. No other form of designation, including one which transposes the language of Exhibit B onto other stationery, will be accepted by the Association as adequate evidence of the Player's selection of the Applicant. A proposed contract between the Player and applicant also must accompany the Application.

An individual who has previously been certified to represent one or more Players and wishes to represent another Player must also be certified to do so by the Association but need not file an Application in order to represent the Player, provided that less than three years have passed since the Player Agent last represented a Player, and provided further that material changes in the Player Agent's Application have not been necessitated by the passage of time. Subject to the above limitations, a previously certified Player Agent need only file with the Association a completed Player Agent Designation form, together with a copy of the proposed contract between the Player and Player Agent.

Submission by applicants or Player Agents regarding requests to be certified to represent Players are to be submitted to the MLBPA's office in New York City in an envelope marked "Attention: Agent Certification".²

In reviewing any Application, the Association may request further factual or written materials from the applicant and/or conduct whatever additional investigation it deems appropriate, including requiring a conference with the applicant.

B. Given the important function that Player Agents perform for the individual Players they represent, it is the Association's intention in promulgating these Regulations to insure that only those persons who, in its judgment, can reasonably be expected to carry out faithfully their important fiduciary responsibilities will be entitled to certification. Consistent with this objective, the Association may deny certification to any applicant on any of the following grounds:

² The granting of certification neither is intended to be nor constitutes an endorsement of the quality of any Player Agent's performance. In no event shall the granting of certification be deemed to impose upon the MLBPA, or any committee, officer, agent, representative, or employee of it, any liability for any act of commission or omission on the part of the Player Agent in providing representation to any Player.

Upon the Association determining that the applicant has failed in any material way to provide the information requested on the Application;

Upon the Association determining that the applicant is unwilling to swear or affirm that he/she will comply with these Regulations and any amendments thereto;

Upon the Association determining that the applicant made any misrepresentations or any false or misleading statements of a material nature in the Application;

Upon the Association determining that the applicant has ever misappropriated funds or engaged in other specific acts such as, but not limited to, embezzlement, theft, fraud, deceit, or breach of a fiduciary duty which would, in the Association's judgment, render the applicant unfit to serve in a representational capacity on behalf of Players;

Upon the Association determining that the applicant has engaged in any other conduct which may adversely affect the applicant's credibility, integrity or competence to serve in a representative or fiduciary capacity on behalf of Players.

C. In the event an Application is denied pursuant to this Section, the applicant shall be notified in writing of the reasons for the denial. In order to ensure that a denial by the Association of an application to be a certified agent is not made on the basis of unreasonable factual determinations or arbitrary conclusions of law, applicants denied certification may appeal a denial of certification to impartial arbitration, in accordance with the provisions of Section 5(B) of these Regulations. The appeal to arbitration, however, shall constitute the exclusive method of resolving any dispute with respect to a denial of certification, and may be processed and resolved only in accordance with the applicable arbitration procedure set forth in Section 5(B).

D. At any time subsequent to granting a certification, the Association may, acting on its own initiative or based upon information brought to its attention, revoke or suspend such certification or take other disciplinary action against a Player Agent: (1) on any ground that would have provided a basis for denying certification in the first instance (see Section 2(B)); (2) for engaging in conduct in violation of any provision set forth in the Standard of Conduct for Player Agents (see Section 3(A) and (B)); or for engaging in any conduct which, in the Association's judgment, detracts from the Player Agent's continuing ability to act as a fiduciary of Players.

Any such revocation, suspension or other disciplinary action shall be accompanied by a written statement of the reason(s) for it. In order to ensure that such an action is not taken on the basis of unreasonable factual determinations or arbitrary conclusions of law, a Player Agent may appeal such action to impartial arbitration pursuant to Section 5(B) of these Regulations. The appeal to arbitration, however, shall constitute the exclusive method of resolving any dispute

with respect to any such revocation, suspension, or other disciplinary action, and may only be resolved in accordance with the applicable arbitration procedure set forth in Section 5(B).

Section 3: Standard of Conduct for Player Agents; General Requirements; Prohibited Conduct; Miscellany

Introduction

The primary objectives of the MLBPA in issuing these Regulations are to afford every Player an opportunity to make an informed selection of his Player Agent by making available to him a full and comprehensive disclosure of facts relevant to the ability of a person to serve as a fiduciary of Players, including but not limited to information relevant to the educational and professional background of the applicant and to whether such person is subject to any actual or potential conflict of interest; and to provide both Players and Player Agents with an effective and expeditious procedure for resolving any disputes concerning their contractual obligations.

A. All Applicants and Player Agents shall be required:

(1) To provide the information required by the Application, and to update that information pursuant to the requirements of these Regulations;

(2) To agree that all the information provided in an Application (or in any update required by the Regulations) can be provided by the MLBPA to any professional or amateur baseball player, or his parent or guardian, and, in addition, can be used by the MLBPA as it deems appropriate in the performance of its representational function, subject only to the Association taking into account its concerns about individual Player confidentiality;

(3) To provide on or about February 1 of each year, to each Player whom the Player Agent represents, a fully completed and executed copy of the Fee Statement Form attached to these Regulations as Exhibit E. The Fee Statement shall cover the period January 1 through December 31 of the immediately prior year and a copy of it shall be provided to the Association concurrent with its transmission to the Player;

(4) To attend any mandatory seminars or meetings conducted by the Association which, in the judgment of the Association, will deal with matters relevant to the proper performance of the Player Agent function;

(5) To comply with the limitation on fees for individual Player salary negotiations as set forth in the Regulations;

(6) To insure that each Player whom the Player Agent represents receives an executed copy of the required contract between the Player and the Player Agent, and to provide the Association with a copy of each such contract promptly after execution;

(7) To allow a person retained by a former or current Player-client to conduct an independent audit, upon request, of all relevant books and records relating to any services provided to the Player;

(8) Upon request by a Player, to transfer to any successor Player Agent designated by the Player copies of documents and records deemed by the Player or successor Player Agent relevant to the appropriate representation of the Player;

(9) To advise a Player of, and report to the MLBPA, any known or reasonably suspected violations of any Uniform Player's Contract, or the Basic Agreement, committed or reasonably suspected to have been committed by any Major League Club or Clubs, the League or Commissioner's Office, or their officers, employees or agents;

(10) To provide the Association with all materials that the Association deems relevant with respect to any inquiry it is making concerning these Regulations and in all other respects to cooperate fully with the Association; and

(11) To comply with all other provisions of the Regulations.

B. The following conduct by a Player Agent may result in the revocation or suspension of the Player Agent's certification, or in other disciplinary action:

(1) Performing any of the functions described in Section 1(A), above, without the Player Agent (a) having been certified by the Association to represent the Player(s) in question; (b) having received, and delivered to the Association, a current Agent Designation Form executed by the Player(s) in question in favor of the Player Agent; and (c) having executed, and insured that the Player has received a copy of, the appropriate Player-Player Agent contract;

(2) Providing or causing to be provided money or any other thing of value to any professional or amateur player, or any member of the player's family, the purpose of which is to induce or encourage such player to utilize or maintain the Player Agent's services. For purposes of this provision, (a) a Player Agent's waiver of customary fees charged professional players in return for an amateur player's agreement, or, in the case of an amateur player who has not attained the age of majority, his parent's or guardian's agreement, to have the Player Agent act as his advisor in negotiations with Major League Clubs or their affiliates shall be deemed a thing of value the purpose of which is to induce or encourage the amateur player to utilize the Player Agent's services; and (b) a Player Agent's waiver or reduction of customary fees charged professional players in return for a professional player's agreement, or, in the case of a professional player who has not attained the age of majority, his parent's or guardian's agreement, to have the Player Agent continue to act as the player's agent shall not be deemed a thing of value the purpose of which is to induce or encourage the professional player to continue to utilize the Player Agent's services, provided that such waiver or reduction of customary fees is disclosable upon request to any other professional player represented by the Player Agent;

(3) Providing or causing to be provided materially false or misleading information to any professional or amateur Player. For purposes of this provision, a Player Agent, in soliciting clients, may not hold up to disrepute, engage in invective against, or cast aspersions upon, fellow Player Agents, and may not otherwise cooperate with any Club in any effort it may be undertaking to undermine a fellow Player Agent;

(4) Holding or seeking to hold, either directly or indirectly, a financial interest in any Major League Baseball Club or in any other business venture that may create an actual or potential conflict of interest between the Player Agent and any Player-client(s);

(5) Being employed by, serving as an officer of, or representing, either directly or indirectly, Major League Baseball, the American or National Leagues, any Club or affiliated entity, or representing, either directly or indirectly, any employee or official of them, without the prior written authorization of the MLBPA;

(6) Soliciting or accepting from, or providing or causing to be provided to any Major League Baseball Club, a League, the Commissioner's Office, or any officer, employee or agent of them, including scouts or individuals acting in the capacity of a scout, money or anything of value, when doing so, in the Association's judgment, may create an actual or potential conflict of interest between the Player Agent and any Player-clients;

(7) Engaging in any other activity which, in the Association's judgment, may create an actual or potential conflict of interest with the effective representation of Players, provided that the representation of two or more Players on any one Club shall not per se violate this provision;

(8) Negotiating and/or agreeing to any provision in a Player contract which eliminates or reduces any Player benefit contained in any collectively bargained agreement between the Major League Baseball Clubs and the MLBPA;

(9) Concealing from a Player, or from the MLBPA, any material facts relating to the functions described in Section 1(A), above;

(10) Failing to advise the Player and to report to the MLBPA any known or reasonably suspected violations of a Uniform Players Contract, or of the Basic Agreement, by a Club or Clubs, a League, the Commissioner's Office or any officer, employee or agent of them;

(11) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or other conduct which reflects adversely on his fitness as a Player Agent;

(12) Absent the advance written consent of the Association, representing when an authorized strike or a lockout is in effect any replacement player with respect to the negotiation or execution of a Uniform Player's Contract or any other contract whereby the replacement

player agrees to play baseball for a Major League Club. For purposes of this subparagraph, the representation of a replacement player shall include, without limitation, assisting in his representation or engaging any third party to represent or assist in his representation; and a strike or lockout shall be deemed to be in effect during an off-season if the championship season ended with such strike or lockout in effect and such strike or lockout has not officially been terminated by the Association or Clubs. In addition, for purposes of this subparagraph, the term "replacement player" shall mean (a) any individual who discloses to the certified agent his intention to play in replacement games, including Spring Training games, or (b) any individual whom the certified agent has reason to believe intends to play in replacement games, including Spring Training games, or (c) any individual who at any time has been on any Club's Voluntarily Retired List and did not return to major league play prior to the initiation of the strike or lockout or (d) any individual who has not been on any Club's Total Player's List, Active Roster, Disabled List or Emergency Disabled List at the time the strike or lockout was initiated, nor on the AAA roster of a National Association club pursuant to an outright assignment by a Club in the same championship season in which the strike or lockout was initiated, nor a Rule 5 draftee in a draft occurring when the strike or lockout was in effect;

(13) Failing to utilize the impartial arbitration proceedings contained herein as the exclusive method for resolving any claims or disputes arising out of any contracts executed by Players and Player Agents while the Player was in the collective bargaining unit, (including contracts authorizing the Player Agent to conduct negotiation for the Player's employment as a player outside the bargaining unit, e.g., in Japan); or

(14) Violating in any way not specifically listed above any of the requirements set forth in these Regulations.

C. The MLBPA also expects that each Player Agent, in order to carry out his representation services with the highest degree of professional competence and integrity, will take the necessary steps to become knowledgeable about the MLBPA's structure, applicable collective bargaining agreements, data relating to Player salaries and fringe benefits, negotiating techniques, and all areas of the law relevant to his professional activities. The MLBPA Executive Board may consider in the future whether these Regulations should be amended to address the quality of Player representation by Player Agents in additional areas of a Player Agent's responsibilities.

Section 4: Agreements Between Players and Player Agents

A. In order to qualify to perform the services of a Player Agent described in Section 1(A), above, a person must be certified to serve as a Player Agent for a particular Player or Players, the Player Agent being designated as such by the Player each year on the form supplied for such purpose to the Player Agent by the Association. (See Exhibit B, attached.) If more than a year elapses without an executed form having been supplied to the Association, the Player Agent's authority to continue to serve as such Player's representative automatically will lapse.

B. In order to serve as a Player Agent for any Player, the Player Agent and Player must enter into a written contract in plain, understandable language which contract shall specify the services to be provided to the Player by the Player Agent and the fees to be charged for them. No such contract shall be deemed executed unless the Player is provided with an executed copy. Within 30 days of execution, a copy of the contract shall be provided to the Association by the Player Agent. If English is not the Player's principal language, the Player, at the time of execution, must be provided with an accurate, verbatim translation of the contract in the appropriate language, which translation must also be executed by the Player, with a copy provided to him. A copy shall also be provided to the Association by the Player Agent within 30 days of execution. Failure to provide such Player with an accurate, verbatim translation of the contract shall render any corresponding English-language contract unenforceable prior to such time as the translation is provided to the Player and signed by him.

C. Each Player-Player Agent contract in which the Player Agent's execution of the contract is in the name of or on behalf of a company, partnership, corporation, or other business entity shall specifically provide that the company, partnership, corporation, or other business entity agrees that it will comply with the following provisions of these Regulations, including any amendments to them: Section 3(A)(3) and (7) (fee reporting and audit); Section 3(B)(2) (monetary inducement); Section 3(B)(3) (false information); and Section 4(B),(D)-(G) (arbitration; contract limitations). In the event the Player Agent is not in fact authorized by the company, partnership, corporation, or other business entity to so agree, the contract shall include a rider executed by an authorized agent of the company, partnership, corporation, or other business entity which states such agreement. No Player-Player Agent contract shall be recognized or enforceable in the absence of compliance with this Section 4(C);

D. A Player-Player Agent contract shall have a maximum duration of one year, and shall not contain automatic renewal provisions.

E. No Player-Player Agent contract entered into before the Player becomes a member of the 40-man roster of a Major League Club shall be recognized or enforceable once the Player is on the roster of a Major League Club, unless thereafter reexecuted by such Player in accordance with the provisions of these Regulations.

F. No Player Agent shall charge a Player any fee for negotiating that Player's individual salary unless the salary negotiated exceeds the minimum salary for that year established by the Basic Agreement. Where the salary negotiated does exceed the applicable minimum salary, any fee charged may not, when subtracted from the salary negotiated, produce a net salary to the Player below or equal to the minimum salary. For purposes of this Section 4(F), bonuses included in a Player's contract shall constitute salary only if earned by the Player. The fee restrictions set forth in this Section 4(F) shall not apply in circumstances where the Player involved was a professional free agent at the time that the Player Agent negotiated the Player's contract.

G. All disputes between a Player and a Player Agent as to the existence, meaning, interpretation, or enforcement of any agreement or contract entered into by them when the Player was in the collective bargaining unit, notwithstanding any contrary provisions in such agreement or contract, shall be resolved exclusively through final and binding arbitration pursuant to Section 5(A) of these Regulations. Every Player-Player Agent contract or agreement shall contain a separate provision which explicitly states that disputes between the Player and Player Agent as to the existence, meaning, interpretation or enforcement of such a contract shall be resolved exclusively through final and binding arbitration pursuant to Section 5(A) of these Regulations.

Section 5: Arbitration

Introduction

In establishing this new system for regulating Player Agents it is the intention of the MLBPA that the impartial arbitration process shall be the exclusive method for resolving any and all disputes between Players and Player Agents that arise out of the agreements or contracts they entered into while the Player was in the collective bargaining unit. This will insure that all such disputes -- which involve essentially internal matters concerning the relationship between individual Players and Player Agents, and the MLBPA in its capacity as the exclusive bargaining representative of Players in the collective bargaining unit -- will be handled and resolved expeditiously by the neutral decisionmaker established in these regulations, instead of through more costly and time-consuming formal court proceedings. In addition, it is the intention of the MLBPA to afford applicants for certification and Player Agents the opportunity to seek a review of MLBPA decisions adverse to them in order to insure that any such decision is not unreasonable or arbitrary in the view of a neutral decisionmaker.

Specifically, the provisions of this Section shall apply with respect to two types of disputes: (a) those between a Player and a Player Agent with respect to the existence, meaning, interpretation, or enforcement of any contract entered into while the Player was in the collective bargaining unit; and (b) those between a Player Agent and the MLBPA concerning any action taken by the MLBPA in connection with certification.

(A) Procedure for Resolving Player-Player Agent Disputes

The following procedure shall apply to disputes between a Player and Player Agent with respect to the existence, meaning, interpretation or enforcement of any contract or agreement between them which was entered into at a time when the Player was in the collective bargaining unit:

1. Filing

A Player or Player Agent shall initiate the dispute resolution procedure³ by filing a written grievance setting forth in plain and understandable terms the facts and circumstances giving rise to the grievance, the provision(s) of the agreement(s) alleged to have been violated, and the relief sought. Any such grievance must be timely filed and served on the other party, with copy to the Association, within one hundred and eighty (180) days from the later of (a) the date of the occurrence of the event upon which the grievance is based, or (b) the date on which the facts became known or reasonably should have become known to the grievant.

If a Player initiates any such grievance, he must serve the written grievance by mail or personal delivery to the Player Agent's official business address and must furnish a copy of the grievance to the Association, in an envelope marked "Attention: Agent Regulation", at the Association's offices located at 12 E. 49th Street, New York, NY 10017.

If the Player Agent initiates any such grievance, he must serve the Player by mail or by personal delivery to the Player at either the Player's permanent or in-season residence and must furnish a copy of the grievance to the Association in the same manner as required in the case of a Player-filing.

2. Answer

The party against whom the grievance has been filed ("the respondent") shall answer the grievance in writing by mail or personal delivery within thirty (30) days of receipt of the grievance. The respondent also must provide a copy of the Answer to the Association at the same time. The Answer shall admit or deny the facts alleged in the grievance and also shall set forth briefly the reasons why the respondent believes that the grievance should be denied.

3. Arbitration

The MLBPA shall then notify both parties in writing that their dispute will be referred to arbitration.

4. Arbitrator

The MLBPA shall name one or more professional and skilled impartial arbitrators who are members of the National Academy of Arbitrators to serve as the Impartial Arbitrator of a dispute subject to this Section 5(A).

5. Proceedings

Promptly after the Impartial Arbitrator is notified by the MLBPA of a pending case, he

³ A Player need not be under current contract with a Major League Baseball Club at the time a grievance related to him arises or at the time such grievance is initiated or processed.

shall schedule a hearing on the dispute in New York City, or in such city as upon which the parties, with the concurrence of the Impartial Arbitrator, may agree, or in such city as the Impartial Arbitrator may on his own motion select. At such hearing, the parties -- the Player and the Player Agent -- may appear in person or by legal counsel or other representative. The parties to the dispute, as well as the MLBPA, will have the right to present, by testimony or otherwise, any evidence deemed by the Impartial Arbitrator to be relevant to the grievance.

The rules of procedure of the hearing shall be established by the Impartial Arbitrator and, to the extent deemed practicable by him, shall conform to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Upon close of the hearing, the Impartial Arbitrator will advise the parties and MLBPA whether he desires Briefs to be filed or whether he desires the parties and MLBPA to present their arguments orally. The Impartial Arbitrator shall fix the time Briefs are to be filed or the time and place oral arguments are to be presented.

Within thirty (30) days after the receipt of Briefs or the presentation of oral arguments, the Impartial Arbitrator shall issue a written award, including an appropriate remedy if the grievance is sustained. That award shall constitute a full, final and complete resolution of the grievance and will be binding on the Player and Player Agent involved.

6. Costs

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the fees and expenses of the Impartial Arbitrator, will be borne equally between the parties to the grievance; provided, however, that if and only if the Impartial Arbitrator concludes that a party's case is frivolous or was filed in bad faith, he may assess that party with some or all of the opposing party's costs. If the Impartial Arbitrator grants a money award, it shall be paid within thirty (30) days, or such other period as he may direct.

Hearings ordinarily will be transcribed unless the parties and MLBPA, with the concurrence of the Impartial Arbitrator, agree otherwise, or unless the Impartial Arbitrator so directs. Costs of the transcript, the making of which will be arranged by the Association, will be divided equally among the parties and MLBPA.

7. Time Limits

When a dispute has not yet been noticed to the Impartial Arbitrator, the time limits of this Section 5(A) may be extended by the Association, upon good cause shown by either party. Such requests for an extension of time shall be in writing, and served on the opposing party. When a dispute has been noticed to the Impartial Arbitrator, the time limits of this Section 5(A) may be extended by the Impartial Arbitrator, upon good cause shown by either party or the MLBPA. Such requests for an extension of time shall be in writing, and, if filed by a party, served on the

opposing party and MLBPA or, if filed by the MLBPA, served on both parties.

B. Procedure for Resolving Certification Disputes Between Applicants for Certification and the MLBPA and Player Agents and the MLBPA.

The following procedure shall apply to disputes between any applicant for certification and the MLBPA concerning a denial of certification and disputes between any Player Agent and the MLBPA concerning the MLBPA's revocation or suspension of, or other disciplinary action with respect to, that Player Agent's certification.

1. Notice

In every instance in which the MLBPA (a) denies certification to an applicant, (b) revokes or suspends a Player Agent's certification, or (c) takes other disciplinary action, including a written reprimand, with respect to a Player Agent's certification, the MLBPA shall serve upon the applicant or Player Agent, as the case may be, a Notice of such action. The Notice shall set forth: (1) the action being taken; (2) the specific conduct giving rise to the Notice; and (3) the provisions of these Regulations found by the MLBPA to have been violated. The Notice shall be served upon the applicant or Player Agent by prepaid certified mail addressed to the applicant's or Player Agent's business office or, alternatively, may be hand-delivered to the applicant or Player Agent.

2. Appeal

The applicant or Player Agent upon whom the Notice has been served shall have thirty (30) days in which to appeal the MLBPA's action. The Appeal must be filed with the MLBPA, in an envelope marked "Agent Regulation Case" and shall admit or deny each of the facts set forth in the Notice, and shall also contain any facts, arguments or mitigating circumstances which the applicant or Player Agent wishes to state. The failure of an applicant or Player Agent to file a timely Appeal shall be deemed to constitute an acceptance of the action set forth in the Notice.

3. Effect of Appeal

In the case of a Notice involving a denial of certification, a timely filed Appeal ordinarily will not operate to stay the MLBPA's action; provided that where the MLBPA, either upon the basis of the Appeal itself or for other good cause, determines that it would be appropriate to do so, it may grant certification pending resolution of the dispute.⁴

In the case of a Notice involving a revocation or suspension of certification, or other

⁴ The same effect shall apply to a Notice revoking a certification on the ground that the Player Agent has been found to have engaged in conduct warranting a denial of certification but which was unknown to the Association at the time it initially granted the certification.

disciplinary action, a timely filed Appeal ordinarily will operate to stay the MLBPA's action; provided that where the MLBPA, upon the basis of an investigation disclosing conduct of a serious nature, determines that it is necessary to do so, it may immediately implement the action set forth in the Notice.

4. Arbitration

Upon receipt of a timely Appeal, the dispute shall be deemed submitted to impartial arbitration. Within seven (7) days of receipt of the Appeal, the parties -- the applicant and the MLBPA or the Player Agent and the MLBPA -- shall jointly request from the American Arbitration Association, a list containing the names of five (5) professional and skilled arbitrators who are members of the National Academy of Arbitrators. Within seven (7) days of receipt of the list, the parties shall select the Impartial Arbitrator of their dispute, by alternately striking names from the list until only one remains. Upon his selection, the Impartial Arbitrator shall set a date for the hearing. The hearing shall take place in New York City, or in such other city as the parties, with the concurrence of the Impartial Arbitrator, may agree upon, or the Impartial Arbitrator on his own motion may direct. Nothing in this paragraph prohibits an applicant and the MLBPA or a Player Agent and the MLBPA from mutually agreeing upon the appointment of the Impartial Arbitrator.

5. Conduct of Hearing

At the hearing, the Association shall have the burden of proving that its action was not unreasonable or arbitrary. Specifically, with respect to factual findings, the Association will satisfy its burden if substantial evidence on the record as a whole, as that term is commonly understood in evidentiary parlance, supports its findings and, with respect to legal conclusions, the Association will satisfy its burden if the Impartial Arbitrator determines that the Association did not act arbitrarily or capriciously, as that term is commonly understood in the parlance of judicial review.

At the hearing, the Association and the applicant or Player Agent shall be afforded a full opportunity to present, through testimony or otherwise, any evidence relevant to the conduct of the applicant or Player Agent giving rise to the Notice. Each of the parties may appear with counsel or a representative of its choosing. The hearing shall be transcribed and, to the extent deemed practicable by the Impartial Arbitrator, shall be conducted in accordance with the Voluntary labor Arbitration Rules of the American Arbitration Association.

Upon close of the hearing, the Impartial Arbitrator will advise the parties whether he desires Briefs to be filed or whether he desires the parties to present their arguments orally. The Impartial Arbitrator shall fix the time the Briefs are to be filed or the time and place oral arguments are to be presented.

Within thirty (30) days after receipt of Briefs or the presentation of oral arguments, the

Impartial Arbitrator shall issue a decision either affirming, vacating or modifying the MLBPA's Notice. The decision of the Impartial Arbitrator will constitute full, final and complete disposition of the dispute and will be binding upon the applicant or Player Agent involved and the MLBPA.

6. Time Limits; Costs

Each of the time limits set forth in this Section may be extended by mutual agreement of the parties involved, or by the Impartial Arbitrator for good cause shown. Requests to the Impartial Arbitrator for an extension of time shall in all instances be in writing, shall state the bases for the request, and shall be served upon the opposing party. The fees and expenses of the Impartial Arbitrator and the cost of the transcript will be paid by the MLBPA. Each party will bear the costs of its own witnesses, counsel, etc.

Section 6: Effective Date and Amendment

These Regulations were effective June 17, 1988, and amended on January 10, 1995, and July 1, 1997. They may be amended periodically by the action of the Association's Executive Board.

Exhibit A

VERIFIED APPLICATION FOR CERTIFICATION
AND CERTIFICATION STATEMENT

Part 1: APPLICATION FOR CERTIFICATION
MLBPA PLAYER AGENT*

PLEASE READ THE PRECEDING REGULATIONS PRIOR TO COMPLETING THE APPLICATION.

I, _____ Soc. Sec. No. _____

_____ (Business address and affiliation, if any) (Zip Code)

_____ (Home address) (Zip Code)

_____ (Business telephone) _____ (Home telephone)

hereby apply for certification as an MLBPA Player Agent pursuant to the MLBPA Regulations Governing Player Agents, enacted June 17, 1988 [hereinafter "Regulations"], a copy of which has been provided to me and which I have read prior to completing and executing this Application for Certification and accompanying Certification Statement [collectively the "Application"].

* Only those persons who at the time of filing the Application have been retained as a Player Agent for one or more Players in the collective bargaining unit are eligible to obtain certification (see Regulations, Sec. 2(A)). Any other individual desiring to be certified can request from the Association and submit the Application. Upon receipt of a completed Application, the Association will maintain it on file until such time as a represented Player notifies the Association in writing that he desires to retain such an applicant as his Player Agent. Upon receipt of such notification, the Association will expeditiously process the Application.

In submitting the Application, I affirm that I understand and agree:

1. That only persons certified by the Major League Baseball Players Association ("Association" or "MLBPA") will be permitted to engage in any of the activities set forth in Section 1(A) of the Regulations, entitled Scope of Regulations;

2. That I will completely and accurately fill out the "MLBPA Player Agent Certification Statement", which is Part II of this Application, that I will update and supplement the information provided in Part II of the Application once each year and at such other times as may be required by the Regulations, and that I will provide a copy of this Application, as well as any updates or supplements which I shall file, to each bargaining unit Player whom I currently represent, or will represent in the future;

3. That I will comply with and be bound by the MLBPA Regulations Governing Player Agents (incorporated herein by reference), including such amendments thereto as may be promulgated by the MLBPA, and that my failure to comply in any material respect with any provision of the Regulations shall constitute grounds for the revocation or suspension of my certification, or other disciplinary action;

4. That the making of any material misrepresentation or of any false or misleading statement of a material nature in answering any question in my Application shall constitute grounds for denial of certification, or for revocation of certification if such is not discovered until after a certification has been issued to me;

5. That the information contained in the Application is designed to assist MLBPA members, both present and future, in making informed selections of Player Agents, and that all information contained in the Application therefore can be provided by the MLBPA to individual Players, and otherwise used by the MLBPA as it deems appropriate in the performance of its representational functions (taking into account its concerns over individual Player confidentiality considerations);

6. That certification by the MLBPA as a Player Agent does not grant me a right to represent any individual Player, that in order to be entitled to represent a Player such Player must designate me as his representative on the form provided by the MLBPA as Exhibit B of the Regulations, and that such a designation by a Player shall remain in effect for a maximum period of one year, unless previously revoked by the Player;

7. That I must enter into a written Player-Player Agent contract with any Player I seek to represent, which contract

shall be in plain, understandable language and shall specify the services to be provided and the fees to be charged; that no such contract shall be deemed executed until a completed copy has been provided to the Player; that a copy of each such contract shall be provided to the Association within thirty (30) days of execution; that, if English is not the principal language of the Player, he will be provided with an accurate, verbatim translation of the contract in the appropriate language, which translated contract will also be executed by the Player; that the corresponding English-language contract shall not be enforceable prior to such time as I provide the translation to the Player and he executes it; and that a copy of the principal language contract shall also be provided to the Association within thirty (30) days of its execution by the Player;

8. That to the extent I enter into Player-Player Agent contracts in the name of or on behalf of a company, partnership, corporation, or other business entity, each such contract shall provide that the company, partnership, corporation, or other business entity agrees that it will comply with those provisions of the Regulations enumerated in Section 4(C) thereof or, in the event I am not authorized to so bind the company, partnership, corporation, or other business entity, each such contract shall include a rider to such effect executed by an agent of the company, partnership, corporation, or other business entity who is so authorized; and that no such contract shall be recognized or enforceable absent compliance with this paragraph 8;

9. That any Player-Player Agent contract I execute shall have a maximum duration of one year, and shall not contain provision for its automatic renewal;

10. That no Player-Player Agent contract entered into before the time a Player first becomes a member of the 40-man roster of a Major League Club shall be recognized or enforceable once the Player is on the roster of a Major League Club, unless such contract is reexecuted by the Player in accordance with the provisions of the Regulations;

11. That I will charge no fees with respect to the negotiation of a Player's salary unless the salary exceeds the then-current minimum major league salary, and that, if the salary does exceed the minimum, the fees I charge will, when subtracted from the salary, leave a net amount in excess of the minimum salary. (This paragraph 11 does not apply if the Player was a professional free agent at the time I negotiated the contract!)

12. That any dispute (a) with a Player concerning the existence, meaning, interpretation or enforcement of a Player-Player Agent contract, or (b) with the MLBPA regarding my certification as a Player Agent, shall be resolved in accordance with the dispute resolution procedures set forth in the

Regulations, including resort to final and binding arbitration; that such procedure shall constitute the exclusive method for resolving all such disputes; that each Player-Player Agent contract into which I enter shall specifically provide for this manner of resolving such disputes; and, further, that any pending disputes I may have with a Player concerning the existence, meaning, interpretation or enforcement of a contract or agreement entered into prior to the effective date of the Regulations shall also be exclusively resolved in accordance with the final and binding dispute resolution procedures set forth in the Regulations;

13. That each Player-Player Agent contract I enter into shall in all other respects comply with the Regulations, and that no provision of any existing or future Player-Player Agent contract shall be recognized or enforced to the extent it is inconsistent with the Regulations;

14. That on or before February 1 of each year, I will provide to each Player whom I represent, with a copy to the Association, an itemized statement such as or similar to the one attached as Exhibit E, which statement shall cover the period January 1 through December 31 of the immediately prior year, and will set forth the fees charged to the Player for all services, including, under separate category, fees charged with respect to:

- (a) salary negotiations (including salary arbitration)
- (b) product endorsements and/or appearances
- (c) management of the Player's assets
- (d) financial, investment, estate planning, legal, tax and/or other advice provided to the Player
- (e) other services
- (f) expenses incurred in connection with performance of the services described in (a)-(e) above
- (g) the total of all fees and expenses charged the Player;

and which statement will further and separately itemize any fees, commissions, other compensation or other thing of value I received or expect to receive from any other person, firm, or organization as a consequence of representing or rendering services to such Player (e.g., a broker's commission, a commission on the sale of an insurance policy, etc.);

15. That, upon the request of any Player I currently represent or formerly represented, I will permit a person or firm designated by the Player to audit all relevant books and records relating to any services performed on behalf of the Player;

16. That I will not engage in any activity which, in the reasonable judgment of the MLBPA, creates an actual or potential conflict of interest with my ability to effectively represent Major League Baseball Players;

17. That, by certifying me as a Player Agent, the MLBPA does not endorse or recommend me as a Player Agent, and does not make any representation with respect to the quality of the work I perform or may perform, and that I therefore will not represent or otherwise assert to any client or prospective client, or to any other person, that the MLBPA, by virtue of giving me certification as a Player Agent, has recommended me as a Player Agent or has endorsed the quality of my work as a Player Agent:

18. That nothing contained in the Regulations, or my Application, shall limit or otherwise excuse any obligation that I may have by operation of law or otherwise to any Player-Client; and

19. That, if I am given a certification as a Player Agent, I will save and hold harmless the MLBPA, its officers, committees, agents, representatives and employees from any liability whatsoever resulting from any acts of commission or omission on my part in providing services to any Player I represent.

Part II:

MLBPA PLAYER AGENT
CERTIFICATION STATEMENT

This Certification Statement, filled out accurately and completely, must accompany and is part of the Application to the MLBPA for certification as a Player Agent. Within thirty (30) days of each anniversary date of your Application, you must file a verified update of this Part of the Application.

To insure that the MLBPA is informed promptly of any significant changes with respect to the information contained in this Part of the Application, you must further notify the MLBPA, in writing, within thirty (30) days of:

- (1) Any change involving your employment status;
- (2) Any change in the Player(s) you represent;
- (3) Any change in the customary fees you charge for the services you provide;
- (4) Any disciplinary proceeding that has been initiated against you, or any formal charge or complaint filed against you in your professional capacity (excluding Notices filed in accordance with the provisions of the Regulations)

One Application must be submitted by each individual in your firm or organization who desires to be certified as a Player Agent. Certifications will not be issued in the name of a partnership, corporation, or other business entity. See Regulations, Sec. 2(A), fn. 1.

Please read each question carefully and respond fully. Also, if possible, type your responses. Use additional sheets where necessary, referencing the number of the particular question being answered.

A copy of the Application must promptly be provided to each Player whom you represent. Failure to do this may delay the processing of the Application.

If you have questions concerning the completion of this Part of the Application, feel free to contact the Association at 212-826-0808.

I. PERSONAL INFORMATION

General

(A) (1) Name

(2) Birthdate

(3) Birthplace

(4) Citizenship, if other than U.S.

(5) Home address and telephone

(B) (1) Have you ever been known by any other name or surname?

If yes, state all names used and the time period(s) involved.

(2) If you are married, please state the name of your spouse. Does your spouse or any other member of your immediate family have any business relationship with any Major League Baseball Club, League or affiliated entity or organization? If so, describe fully.

Education

- (C) (1) List high school(s), city and state where located, and year of graduation.
- (2) List college(s) or university(ies), city and state where located, years attended, major, and degree and year conferred (if no degree conferred, indicate hours or semesters completed, and reason degree was not conferred).
- (3) List law or other graduate school(s), city and state where located, years attended, field of concentration, and degree and year conferred (if no degree conferred, indicate hours or semesters completed and reason degree was not conferred).
- (4) Were you ever suspended or expelled from any college, university, law school or graduate school? If so, explain fully.
- (5) Lawyers and law graduates: List Bar admissions, if any, and year(s) admitted (include pending applications, so indicating).
- (6) List any other relevant occupational or professional licenses or certifications including, but not limited to Registered Investment Advisor, Certified Public Accountant, Investment Advisor, and Chartered Life Underwriter, etc. For each, set forth the licensing or certifying authority and the date the license or certification was obtained (include any pending applications, so indicating).

(D) List memberships in business or professional organizations relative to your representation of athletes, including any agent certification that you have received from any other professional sports union.

(E) (1) Have you ever been denied admission to or disbarred, suspended, or disqualified from membership in, or reprimanded, censured or otherwise disciplined by, the Bar of any court or any other professional organization or entity authorized to license, certify, or regulate the practice of a profession?

If so, explain fully, including a description of each such action, the date(s) of occurrence and the name and address of the authority imposing the action in question.

(2) Are any formal charges or complaints pending against you regarding your conduct as an attorney, as a member of any profession, or as a holder of public office?

If so, please indicate the nature of the charge or complaint and the name and address of the authority considering it.

(3) Have you ever been denied the right to practice before any governmental agency, commission, etc., or has your right to practice before any such agency or commission ever been revoked, suspended, withdrawn, or terminated?

If yes, explain fully (include any pending formal charges).

II. BUSINESS INFORMATION

(A) (1) Name of your present firm(s) or organization(s)

(2) For each such firm or organization, list each office (including address and telephone number) at which the business of representing professional athletes is customarily conducted. (Designate principal office.)

(3) For each such firm or organization, state whether it is a sole proprietorship, corporation, partnership, or other entity (specify).

(4) If a partnership, list the name of each partner; if a corporation, list the name of each officer and member of the board of directors. Designate those partners, officers or members of the Board of Directors who customarily perform work for professional athletes.

(5) List each person, not named in II A(4) above who:
(a) has a significant ownership interest in your firm or organization; (b) has wholly or partially financed your firm or organization (other than financing or credit extended in the ordinary course of business by lending institutions); or (c) directly or indirectly exercises or has the power to exercise a controlling influence over the management of your firm or organization. Describe the ownership interest, amount of financing, and/or basis of controlling influence for each person listed. If the firm or organization listed in this response is a partnership, list each partner; if a corporation, list each officer and member of the board of directors.

(6) Describe fully the nature of the business of each of your firm(s) or organization(s).

(7) Apart from your current employer, please list below the names of all employers, addresses, positions held, and dates of employment for all other full time employment you have had in the past 10 years.

In addition, if during that period you were employed on a part-time basis by a law firm or any organization providing financial services to its clients, provide the information requested above.

(B) (1) With respect to your present business, list each person engaged in the representation of professional athlete(s) and his/her area(s) of specialty.

(2) Provide the name and Club of each Major League Player you currently represent. Include all players on Major League forty-man rosters, plus free agents, and all former Major League Players on minor league rosters. (NOTE: please provide your response to this question on the form provided at Exhibit C. Duplicate the form if necessary.)

(3) Provide the name(s) of every current and former Major League Player you previously represented but no longer do, along with the date(s) that you represented each such player. (NOTE: please provide your response to this question on the form provided at Exhibit D. Duplicate the form if necessary.)

(4) List below the total number of minor league and/or amateur baseball players you currently represent.

(5) Apart from baseball, list any other professional sports in which you represent or have represented any professional athletes, and the names of such players.

(C) (1) What services does your firm provide to Players?
(Place a check next to each service provided.)

Contract Negotiation	___	Estate Planning	___
Salary Arbitration	___	Tax Planning	___
Financial Planning	___	Appearances/ Endorsements	___
Investment Counseling	___	Other Services (Explain)	___

(2) If you do not provide services in one or more of the listed areas, do you assist the Player in securing such services? If so, describe what you do in this regard (include name and address of each individual/firm to which you customarily refer Players for each such service.)

(3) With respect to the areas in which you do not provide services, do you: (a) have an ownership interest in; (b) wholly or partially finance; or (c) directly or indirectly exercise a controlling influence over, any firm or organization that does provide such services? If so, list the name and address of each firm or organization, the services it provides, and a detailed explanation of your relationship to and/or involvement with it (including financial relationships).

(4) Do you speak Spanish? Does any other person in your organization speak Spanish? If so, list the name and position of each such person.

- (2) (a) Are your customary fees for individual Player salary negotiations based on a percentage of the salary, an hourly fee, or other method? If the latter explain. What is the customary fee?
- (b) Do you customarily bill the player for your expenses in connection with salary negotiations? If so, on what basis (e.g., itemized out-of-pocket, per diem, other)?
- (c) For what other charges, if any, do you customarily bill in connection with salary negotiations (e.g., are there additional fees for salary arbitration, handling grievances, trades, injuries, etc.)? What are the customary fees for any such matters?
- (d) When does the Player customarily pay the fees related to salary negotiations, at the time the contract is signed, over the length of the contract, or otherwise (explain)? How is deferred compensation billed and when is the Player customarily expected to pay the fees related to such compensation?
- (e) Do you bill separately for bonuses or other payments to the Player (e.g., payments in the event of a trade, playoff pool money, etc.)? If so, describe all such fees, the manner in which billed, and when the Player is expected to pay such fees.
- (f) How, if at all, does your fee take into account the difference between the final salary obtained for the Player and the major league minimum salary; his prior salary; the initial offer from the club, and/or the status of the contract negotiations when you began to represent the Player?
- (3) (a) Are your customary fees for financial planning investment counseling, estate planning, tax planning, legal advice, and/or appearances/endorsements (if you or any affiliated

- (5) Do you have an agreement, understanding or relationship of any kind with any individual, firm or organization pursuant to which such individual, firm or organization solicits or encourages Players to use your services? Do you provide any compensation or other consideration to such individual, firm or organization? If so, explain fully, including the name and address of each such person, firm or organization.

III. RELATIONSHIP WITH PLAYERS

- (A) (1) (a) Prior to adoption of the Regulations, did you customarily enter into formal, contractual relationships with your Player-clients?
- (b) Were your agreements or understandings with Player-clients customarily written? If not, what percentage of your agreements or understandings were not written?
- (c) What services do you customarily offer as part of your contract? (To the extent adoption of the Regulations has changed the services, so indicate.)
- (d) Prior to adoption of the Regulations, at what point in time did your contracts provide that a Player could terminate your services?

Attach a copy of any customary agreement(s) with Players (for all services performed) you utilized prior to adoption of the Regulations. Also attach any brochures, articles or other materials used either to define or describe your services to clients, or for promotional or advertising purposes. If you have formulated a new standard agreement in response to the Regulations, attach a copy of it. (If you have not, provide a copy of any new standard agreement at such time as you do formulate it.)

companies listed in II C(3) provide such services) based on a percentage of the Player's salary you negotiate, his total income, an hourly fee, or some other arrangement? Specify your customary fees in each such area, and indicate the relationship, if any, of such fees to the fees you charge for Player contract negotiations and related services.

- (b) Do you bill the Player for your expenses in connection with the services referred to in subparagraph (a) above? If so, on what basis do you bill (e.g., itemized out-of-pocket, daily rate or other basis)? Do you allocate proportionate expenses among various Player clients? If so, describe method of allocation.
 - (c) What, if any, additional charges do you customarily bill for other financially related work?
 - (d) When is the Player expected to pay your fees for such services?
- (B) (1) Do you handle and/or manage money for your Player clients? Are you bonded? If so, list surety, amount of bond and expiration date of current policy.
- (2) Has any surety or any bond on which you were covered been required to pay any money on your behalf? If so, describe the circumstances and dates.

- (3) (a) Do you refer Players to any person, firm or organization for any services of the type described above in II (C)? If so, state the name and address and nature of your financial relationship with any such person, firm or organization. (b) Are any fee-splitting or referral fees involved in such arrangements? If so, provide details. (c) If the services involved for such a referral include financial management or investment counseling, are the individuals or organizations involved bonded?

- (4) Do you or any affiliated organization or persons listed in II A(5) or II C(2) receive any fees, commissions, rebates or other compensation other than as paid directly by a Player client as a result of: (a) the Player purchasing any securities or funds (stocks, bonds, mutual funds, etc.); (b) the Player investing in any investment vehicles, (partnerships, businesses, corporations, venture capital programs, etc.); (c) the Player purchasing any form of insurance (disability, life, casualty, etc.); or (d) the Player making any endorsements, appearances or other licensing arrangements?

If so, do you receive any other compensation as a result of your representation of the Player? Are these additional forms of compensation fully disclosed to the Player? In writing? Are these additional forms of compensation deducted from the fees you charge as set forth in Sections III A(2) and/or III A(3)?

- (c) (1) Have you ever been a defendant in a suit or other legal proceeding, including a bankruptcy proceeding, in which you were alleged to have engaged in fraud, misrepresentation, embezzlement, misappropriation of funds, conversion, breach of fiduciary duty, forgery or malpractice? If so, describe fully, including the complete caption of the case, the jurisdiction involved, and the relevant dates.

- (2) List all judgments entered against you by any court, including any pending judgments now on appeal, but excluding divorce or custody, or domestic relations matters. List the jurisdiction involved, and whether or not any such judgments are currently unsatisfied.

- (3) Have you ever been sued by any athlete for any reason? Describe fully the nature and result of any litigation in which you were sued by any professional athlete (including arbitration proceedings). Separately designate any pending proceedings.

- (4) Have you ever sued any athlete for any reason? If so, describe in detail (include arbitration proceedings). Separately designate any pending proceedings.

- (5) Apart from being sued by any athlete, have you ever been charged or accused by any Player of any financial impropriety (including but not limited to misappropriation or mismanagement of funds, or overcharging for services performed) which resulted in your making any payment to the Player or reaching any formal or informal settlement whereby the Player received financial consideration of any kind (e.g., reimbursement of monies he had invested, reimbursement of a fee he had paid to the agent or reduced fees for future services)? If so, describe in detail, including the name(s) of Player(s) involved, the date that each such incident occurred, and the precise nature of the dispute and the resolution.

- (6) Has any professional athlete/client been sued by any other party with respect to any financial transaction or investment in which you were a promoter, general partner, principal or had a controlling interest in the investment, had a profit participation in the investment other than as an individual investor or received a fee from the investment other than a normal broker's commission? If so, explain fully.

- (7) Has any professional athlete/client invested in any undertakings in which you were involved as the promoter, general partner, principal or had a controlling interest in the investment, had a profit participation in the investment other than as an individual investor, or received a fee from the investment other than a normal broker's commission? If so, explain fully.
- (8) Have you ever made any loan to a Player or a member of his family, or given a gift to a Player, or a member of his family, the value of which exceeded five hundred dollars? If so, describe in detail, including the name(s) of the Player(s) or family member(s) involved, and the date of each such loan or gift.
- (D) Has the IRS or any other governmental authority taken any action against you or any professional athlete you have represented or currently represent in circumstances where: (1) you gave tax advice to the Player which resulted in penalties being assessed against that Player under the Internal Revenue Code; or (2) a Player you represented participated in a financial transaction in which you were a promoter, a general partner, principal or had a controlling interest in the investment or had a profit participation in the investment other than as an individual investor or received a fee from the investment other than a normal broker's commission? If so, describe fully (include any pending complaint).
- (E) If you are an attorney, has any professional athlete you represent or have represented in connection with any financial transaction filed any formal complaint about the quality of your representation in any such transaction? If so, describe fully (include any pending complaint).
- (F) List all baseball salary arbitration cases you have presented to an arbitrator (include name of the Player and the club, year, and arbitrator).

IV. RELATIONSHIPS WITH OWNERS

- (A) Do you or anyone else in your firm or organization have a proprietary interest in any professional sport team? If so, describe fully.
- (B) Are you now, or have you been a partner or joint investor in any enterprise with the principal owner, officer or employee of any professional sport team? If so, describe fully.
- (C) Do you or anyone else in your firm or organization currently represent any partner, stockholder, management official, or other employee (excluding Players), including, but not limited to, any general manager, other front office personnel, manager, coach or scout of any Major League Baseball Club or Major League Baseball in any capacity, including salary negotiations with that individual's employer? If so, describe fully.
- (D) If a lawyer, do you or any member of your law firm serve as counsel to Major League Baseball, the American or National Leagues, or any Club or affiliated entity? If so, describe fully. Do you or any member of your law firm serve as counsel to the ownership or management of any professional sports team or league in any other professional sport? If so, explain.
- (E) Are you or anyone in your firm or organization an officer, representative, agent or employee of Major League Baseball, the American or National League, or any Club or affiliated entity? If so, describe fully.

V. MISCELLANEOUS

(A) Have you ever been convicted of or pled guilty to a criminal charge, other than minor traffic violations? If so, state the nature of the offense, date of conviction, criminal authority involved and disposition of case.

(B) Have you ever been adjudicated insane or legally incompetent by any court? If yes, provide details.

Part III: VERIFICATION

City of: _____

State of: _____

I, _____, being first duly sworn, say that I have read the forgoing MLBPA Player Agent Application and understand and agree to the terms and conditions set forth therein, and that I have read the foregoing Certification Statement, which is Part II of the Application, have personally answered the questions in it, and the answers to those questions are true to my knowledge.

Signature of Applicant

Subscribed and Sworn to
before me this _____ day
of _____, 19__.

Notary Public

Exhibit B

PLAYER AGENT DESIGNATION

TO: MLBPA
ATTN: Agent Regulation
12 East 49th Street
New York, NY 10017

Dear Sir:

This will advise that on this _____ day of _____,
I have designated:

_____ of _____ (PRINT Designee's Name)	_____ (PRINT Designee's Firm)
_____ (Business Address)	_____ (Home Address)
_____ (City, State, Zip)	_____ (City, State, Zip)
_____ (Business Telephone)	_____ (Home Telephone)

to act as my Player Agent within the meaning of the MLBPA Regulations Governing Player Agents.

I understand that this designation is subject to my designee receiving, and thereafter maintaining, the appropriate certification to act as a Player Agent pursuant to the above Regulations. I further understand that this designation shall only remain in effect for one year from this date, unless I previously revoke it in writing.

I further understand that, in the event you certify my designee, you thereupon will notify my Club, the Commissioner's Office, the League President's Office and the Player Relations Committee that my designee is my duly certified Player Agent, entitled to represent me within the scope of the Basic Agreement and the above Regulations, and that, in the event you do not certify my designee, you promptly will notify me of that action.

_____ (PRINT PLAYER'S NAME)	_____ (PLAYER'S SIGNATURE)
_____ (ADDRESS)	_____ (PLAYER'S SOCIAL SEC. NUM.)
_____ (CITY, STATE, ZIP)	_____ (PLAYER'S CLUB)

Exhibit C

**PLAYERS ON FORTY-MAN ROSTER, FREE AGENT PLAYERS AND
FORMER MAJOR LEAGUE PLAYERS ON MINOR LEAGUE ROSTERS
CURRENTLY REPRESENTED BY:**

AGENT'S NAME: _____
 (Last) (First) (MI)

ADDRESS: _____

BUSINESS PHONE: _____

AS OF:

40-MAN ROSTER:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FREE AGENTS:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FORMER MAJOR LEAGUERS
ON MINOR LEAGUE ROSTERS:

_____	_____
_____	_____
_____	_____
_____	_____

Exhibit D

CURRENT 40-MAN ROSTER PLAYERS, FREE AGENTS, AND FORMER MAJOR LEAGUERS NOW ON MINOR LEAGUE ROSTERS, PLAYERS PREVIOUSLY BUT NOT CURRENTLY REPRESENTED, AND FORMER PLAYERS REPRESENTED BY:

AGENT'S NAME: _____
(Last) (First) (MI)

ADDRESS: _____

BUSINESS PHONE: _____

CURRENT 40-MAN ROSTER PLAYERS, FREE AGENTS AND FORMER MAJOR LEAGUERS NOW ON MINOR LEAGUE ROSTERS PREVIOUSLY REPRESENTED:

NAME	FROM - TO
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FORMER PLAYERS REPRESENTED:

NAME	FROM - TO
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Exhibit E

Dear _____

Pursuant to Players Association Regulations Governing Player Agents, I am furnishing you with the following itemized statement of the fees I received in _____ as a result of representing you in that year.

FEES PAID BY YOU IN _____ FOR:

- (a) salary negotiations, including salary arbitration-----
- (b) product endorsements and or appearances-----
- (c) management of your assets-----
- (d) financial, investment, estate, legal, tax or other advice-----
- (e) other services [DESCRIBE]-----
- (f) expenses incurred in connection with performance of the above services-----
- (g) Total of items (a) - (f)-----

COMPENSATION PAID TO ME BY OTHERS IN _____:

- (h) broker's commissions-----
- (i) insurance commissions-----
- (j) other compensation or things of value [DESCRIBE]-----
- (k) Total of items (h) - (j)-----

A COPY OF THIS STATEMENT HAS BEEN PROVIDED TO THE MLBPA

[NAME]

[DATE]