



## Rising Suns @ QUA I 54 2011: Player Agreement

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the Year \_\_\_\_\_, is by and between THE RISING SUNS (hereinafter called the “Team”), a project of What Sport Creative (hereinafter called “What Sport Creative” or the “Organization”) and \_\_\_\_\_ (print your name) an individual whose address is shown below (hereinafter called the “Player”). In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

### 1. TERM.

The Team hereby sponsors the Player as a skilled basketball player to represent the Team and the country of Japan for a term of 1 week from the 22nd day of June. (6.22.2011 - 6.28.2011)

### 2. SERVICES.

(a) The services to be rendered by the Player pursuant to this Contract shall include:

(i) practices and team workout sessions, (ii) meetings conducted by the Team, (iii) exhibition games scheduled for the Team prior to QUA I 54, (iv) games scheduled for the Team during the QUA I 54 Tournament, (v) dunk contest or other showcase activities at QUA I 54, if the Player is invited to participate therein, and (vi) promotional activities of the Team and What Sport Creative as set forth in paragraph 7 herein.

### 3. COMPENSATION.

(a) What Sport Creative agrees to pay for the Player one (1) round-trip airfare ticket from Narita, Japan (NRT) to Paris, France (CDG) and provide shared hotel accommodations for five (5) days in central Paris.

(b) Players based outside Japan may arrange special travel arrangements from their current city, pending authorization from What Sport Creative. Additional travel arrangements shall be the responsibility of the Player.

(c) The Organization will not pay the Player any cash for their services, and Players will not receive any bonus or anything of monetary value on account of the Team’s winning any particular game or series of games or attaining a certain position in the QUA I 54 Tournament.

(d) The Player will be provided free uniforms and sports equipment for participating in QUA I 54.

### 4. EXPENSES.

(a) What Sport Creative agrees to pay all necessary travel/accommodation expenses of the Player, to and from QUA I 54 in Paris, France.

(b) The Player, while “on the road”, shall pay for individual meal/transportation expenses by himself. No allowance shall be made by the Organization for additional costs/expenses. \*\*\*For the purposes of this paragraph, the Player shall be considered to be “on the road” from the time the Team leaves its home city until the time the Team arrives back at its home city.

### 5. CONDUCT.

(a) The Player agrees (i) to give his best services, as well as his loyalty, to the Team, (ii) to be neatly and fully attired in public; (iii) to conduct himself on and off the court according to the highest standards of honesty, citizenship, and sportsmanship; and (iv) not to do anything that is materially detrimental or materially prejudicial to the best interests of the Team or the Organization.

(b) For any violation of Team rules, any breach of any provision of this Contract, or for any conduct impairing the faithful and thorough discharge of the duties incumbent upon the Player, the Team may reasonably impose penalties and/or vote to remove the Player from the Team.

(c) The Player acknowledges that the Organization's Director (Jason Hutson) is empowered to make final decisions about Player removal for the sake of the team.

(d) When the Player is asked to leave the Team, he shall be given notice in writing, stating the reasons therefor.

## **6. PHYSICAL CONDITION.**

(a) The Player agrees to report at the time and place fixed by the Team in good physical condition and to keep himself throughout the training camp and QUAI 54 Tournament in good physical condition.

(b) If the Player, in the judgment of the Team's physician, is not in good physical condition at the date of the Team's departure for Paris (06.22.2011), the Team shall have the right to disqualify such Player from the trip to QUAI 54, in the judgment of the Team's fitness trainer Akihiro Sakai (or Team organizer Jason Hutson). In the event of such disqualification, Compensation in the form of airfare and hotel accommodations will be withheld.

(c) If, during the term of this Contract, the Player is injured as a direct result of participating in any basketball practice or game played for the Team, the Team will not be held responsible to pay for the Player's hospitalization and medical expenses (including doctor's bills).

(d) Player insurance will be provided by the QUAI 54 tournament for all members of the Team, free of charge.

(d) The Player agrees to provide to the Team's coach, trainer, or physician prompt notice of any injury, illness, or medical condition suffered by him that is likely to affect adversely the Player's ability to render the services required under this Contract, including the time, place, cause, and nature of such injury, illness, or condition.

## **7. PROMOTIONAL ACTIVITIES.**

(a) The Player agrees to allow the Team or the Organization to take pictures of the Player, alone or together with others, for still photographs, motion pictures, or television, at such times as the Team or the Organization may designate. No matter by whom taken, such pictures may be used in any manner desired by either the Team or the Organization for publicity or promotional purposes. The rights in any such pictures taken by the Team or by the Organization shall belong to the Team or to the Organization, as their interests may appear.

(b) Upon request, the Player shall consent to and make himself available for interviews by representatives of the media conducted at reasonable times.

(c) The Player agrees to participate, upon request, in all other reasonable promotional/fundraising activities of the Team and What Sport Creative. For each such promotional appearance made on behalf of a local/commercial sponsor of the Team, the Organization agrees to use those funds directly for the funding of the Team's trip to QUAI 54.

## **8. TERMINATION.**

(a) The Team may terminate this Contract upon written notice to the Player if the Player shall: (i) at any time, fail, refuse, or neglect to conform his personal conduct to standards of good citizenship, good moral character (defined here to mean not engaging in acts of moral turpitude, whether or not such acts would constitute a crime), and good sportsmanship, to keep himself in first class physical condition, or to obey the Team's training rules.

**9. ENTIRE AGREEMENT.**

This Contract contains the entire agreement between the parties and sets forth all components of the Player's Compensation from the Team, and there are no undisclosed agreements of any kind, express or implied, oral or written, promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind that have not been disclosed to What Sport Creative (a) involving consideration of any kind to be paid, furnished, or made available to the Player, or any person or entity controlled by or related to the Player, by the Team, either during the term of this Contract or thereafter, or (b) concerning any future Renegotiation, Extension, or other amendment of this Contract or the entry into any new Player Contract.

***EXAMINE THIS CONTRACT CAREFULLY  
BEFORE SIGNING IT.***

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Player Signature

Player's Address:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Team Organizer Signature

Organization Address:  
What Sport Creative  
Ikejiri 2-4-5-118, Setagaya-ku,  
Tokyo JAPAN 154-0001