

#### STANDARD REPRESENTATION AGREEMENT

On			_ 2009, <b>L</b>	<b>)</b> ynasty	Athle	ete Repre	sentation	("Dynasty	"), a
Florida	Corporation,	1060	Scarlet	Oak	St.,	Hollywo	od, FL	33019,	and
			("F	Player'')	enter	into this	Standard	Representa	ation
("Agreen	nent"). The par	ties mutu	ıally agree	as follo	ows:			•	

# 1. Representation of Player

- (A) Player engages Dynasty as Player's exclusive worldwide representative for the next 2 years ("Term") with respect to the following:
  - (1) The negotiation of the terms of all professional basketball player contracts on behalf of Player; and
  - (2) Advice and counsel in all business affairs related to Player's status as a professional basketball player, including but not limited to endorsements, appearances, speaking engagements, exhibitions and clinics, books, films, media opportunities (television, radio, Internet, etc.) and promotional contracts throughout the world (collectively hereinafter "Marketing").
- (B) At the conclusion of this Term, this Agreement will automatically be extended for a period of an additional two (2) years, unless Player sends a written termination letter to the address listed in Paragraph 6 below.
- (C) Dynasty may publicize the fact that Dynasty is the exclusive agent for Player, including using Player's name and likeness on Dynasty's website.
- (D) Player warrants that Player is not presently under any other contract which will conflict in any manner with this Agreement, and that Dynasty will act as the sole and exclusive agent on behalf of Player as described herein for the duration of this Agreement.
- (E) Player will not engage other persons or companies (other than Dynasty) to perform any of the services listed in paragraph 1 without Dynasty's prior written approval.

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- (A) Dynasty will act as business advisor and negotiator on behalf of Player with respect to employment and marketing agreements entered into by Player during the Term hereof.
- (B) Dynasty will negotiate Player's contracts in good faith and keep Player informed of all aspects of the negotiation of any contracts for Player.
- (C) Dynasty, in the performance of its duties, agrees as follows:
  - (1) to advise and consult with Player at all reasonable times;
  - (2) to render advice on all contracts and business details pertaining to the Player's employment and Marketing activities.
- (D) Player will promptly refer to Dynasty all verbal or written leads, communications, or requests for the rendition of Player's services. Player will consult with Dynasty concerning each and every engagement, performance, booking or contract offered to Player and Player will also consult with Dynasty regarding each engagement, performance, booking or contract that Player accepts.

## 3. Compensation for Services

## (A) Basketball:

- (1) Dynasty will receive a fee of four percent (4%) of the gross money compensation (including base salary, incentives, and signing bonuses) which Player receives pursuant to the terms of any professional basketball contract (in the United States or abroad) Player signs during the Term of this Agreement.
- (2) If Player is released by Player's professional basketball organization, Dynasty will attempt to have Player picked up by another United States or foreign organization.
- (3) Dynasty will invoice Player for the fees in paragraph 3(A)(1) and Player will pay the fees in the invoices within thirty (30) days of Player's receipt of any invoice. Player will make all payments to Dynasty Athlete Representation, LLC at the address listed in paragraph 6 below.

### (B) Marketing:

(1) Dynasty will receive a fee of twenty percent (20%) of the compensation received by Player pursuant to any agreement, arrangement, or association which is entered into or on which negotiations substantially commenced during the Term, regardless of whether such compensation is paid during the Term or thereafter. Additionally, Player shall pay Dynasty said twenty percent (20%) for Marketing contracts which are extended beyond the Term of this Agreement regardless of whether said option to extend is exercised before or after the expiration of the Term specified herein.

- (2) Player will direct the sponsor or other organization who is party pocument hosted at JDSUPRA contract with Player (other than United States professional basketball team) to make payment of fees directly to Dynasty, at the address listed in paragraph 6 below, at the time of execution of any contract with Player.

  Dynasty will deduct its twenty percent (20%) fee and pay Player the balance.
- (C) The aforesaid compensation will not be diminished by (a) any monies paid to any of the Player's creditors (either by legal process or otherwise); and (b) any withholdings, deductions, and/or contributions withheld at the source including, but not limited to, fines, or suspensions of payments of compensation due to Player's conduct.

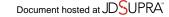
# 4. Payment of Expenses

- (A) On or before sixty days after signing a professional basketball contract, Player will pay back all expenses associated with training, including, but not limited to: training facility expenses, housing expenses, food expenses and travel expenses. A professional basketball contract includes, but is not limited to, an NBA Uniform Contract, NBDL Uniform Contract, a contract with a team overseas, and a Continental Basketball Association contract.
- (B) Any union or association fees, dues, or payments, which are required for any of Player's playing or endorsement activities, shall be paid by Player.

# 5. Independence of Activities

- (A) Dynasty may have and maintain other interests of any kind in the activities or enterprises of others and Dynasty will have the right to render Dynasty's services to anyone else either in the capacity in which Dynasty is employed by Player hereunder or otherwise.
- (B) Player acknowledges that Dynasty may engage professionals, including attorneys, accountants and other licensed agents to fulfill certain terms of the agreement and that Dynasty may assign the Player proceeds derived from this agreement in Dynasty's sole discretion.

### 6. Notices to Parties



http://www.jdsupra.com/post/documentViewer.aspx?fid=69b84cf4-9374-463c-8496-48f31ec853ea All notices provided for hereunder will be given in writing and delivered either personally, by certified mail, by overnight mail delivery service, or by email as follows:

To the Player at:	
	OR
Го Dynasty at:	Darren Heitner, CEO Dynasty Athlete Representation, LLC
	1060 Scarlet Oak St.
	Hollywood, FL 33019 OR
	dheitner@dynastyreps.com

# 7. Authority of Rights

Dynasty may, on Player's behalf, do the following: approve and permit any and all publicity and advertising; approve and permit the use of Player's name, photograph, likeness, and voice for purposes of advertising and publicity and in the promotion and advertising of any and all products and services; execute for Player in Player's name and/or in Player's behalf any and all agreements, documents, and contracts for Player's services, collect and receive sums as well as endorse Player's name to all checks payable to Player for Player's services and retain therefrom all sums owed to Dynasty.

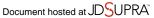
#### 8. Indemnification from Claims

Player will indemnify and hold harmless Dynasty and its employees against any third party claim for damages, including but not limited to defaulting on an appearance, endorsement, and those arising from Dynasty's negligence.

# 9. Modification of the Agreement

The parties may modify this Contract only by a written document executed by an authorized representative of each party. The modification takes effect immediately upon execution of the written document to modify this Contract.

### 10. Choice of Law and Venue



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Regardless of the place of execution, this Contract, all amendments, and all issues or controversies arising here from or related hereto, will construed exclusively in accordance with the laws of the State of Florida. Any controversy or claim arising out of or relating to this Contract or its breach, will be arbitrated in accordance with the rules of the American Arbitration Association. Such arbitration will be held in Hollywood, Florida. The arbitration award will be binding upon the parties, their successors and assigns. Each party will bear its own expenses arising out of any proceeding, except that the fees and costs of any arbitrator(s) will be shared equally by the parties.

## 11. Termination of Agreement

This Agreement may be terminated by either Dynasty or Player by giving the other party five (5) days advance notice to the address listed in paragraph 6 above. Such notice shall be effective from the date that it is mailed, hand delivered or faxed, whichever occurs first. The parties may mutually agree to terminate this Agreement at any time. If Player terminates this Agreement, Player will have thirty (30) days to pay Dynasty for any expenses associated with training listed in paragraph 4 above, that Dynasty has not yet been compensated for. If Player terminates Dynasty after Player has signed a professional basketball contract originally negotiated by Dynasty, then Player will pay Dynasty its fee for the negotiation of said contract.

## 12. Severability

If any provision of this Agreement, as applied to either party or to any circumstance, is adjudged by a court of competent jurisdiction to be void or unenforceable, whether at law or in equity, then such determination shall in no way affect any other provision of this Agreement, or the validity or enforceability of this Agreement.

### 13. Entirety of Contract

This Contract represents the entire agreement between the parties with respect to Dynasty being the exclusive agent for Player.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the date first set forth above.

Player:	Dynasty:
Printed Name:	Dynasty Athlete Representation, LLC
Circumstance .	By:
Signature:	Darren Heitner, CEO
	By:
SS#	Austin Walton, Director of Basketball