

EXHIBIT 1

STANDARD PLAYER CONTRACT

**Women's National Basketball Association
Standard Player Contract**

The parties to this Contract are _____ (the "Team"),
a member of the Women's National Basketball Association (the "WNBA" or "League"), and
_____ (the "Player").

The Team wishes to employ Player, and Player wishes to serve, as a skilled
basketball player for the Team, subject to the terms and conditions of this Contract.

The parties agree as follows:

1. Term of Contract

The term of this Contract shall commence on _____, _____ and end
on May 15, _____ (or, if earlier, the first day of training camp following the final Season covered
hereunder).

2. Player Services

(a) During the term of this Contract, the Player shall: (i) attend and play all
games in which the Team is scheduled to play (including pre-season, Regular Season, and
playoff games); (ii) attend and participate in all practices, training and conditioning sessions,
shoot-arounds, and meetings scheduled by the Team during the Season; (iii) attend and play, if
selected, in the WNBA's All-Star Game and in associated games and skills competitions and
every event conducted in association with such All-Star Game (including, but not limited to, a
reasonable number of media sessions); (iv) attend and play, if invited (and if such attendance is
required pursuant to Article XIX of the Collective Bargaining Agreement currently in effect
between the WNBA and the Women's National Basketball Players Association ("WNBPA"))

(hereinafter referred to as the “CBA”)), in any tours or exhibitions scheduled by the WNBA; (v) attend and participate in any mandatory programs scheduled by the WNBA in accordance with the CBA; (vi) serve as a spokesperson for and promote the Team, the WNBA and the sport of basketball and devote reasonable time to the performance of such duties; (vii) cooperate with all reasonable requests of the news media and, upon the request of the Team or the WNBA, consent to and make herself available for interviews conducted at reasonable times, including interviews before, during or after WNBA Competitions (whether in specially designated interview rooms, interview areas or elsewhere), and for interviews conducted during off-days or during the Off-Season (it being understood that any interviews conducted during the Off-Season shall be conducted at times mutually agreeable to the player and the Team or WNBA); and (viii) upon the reasonable request of the Team or the WNBA, consent to the wearing of a wireless microphone during games and/or practices (and the broadcast of such recording).

(b) The Player shall perform her duties and responsibilities at such place or places and at such times as may be reasonably designated by the Team or WNBA consistent with the terms of the CBA.

3. Compensation

(a) As full compensation for her services under this Contract and the rights granted to the Team and the WNBA under this Contract, the Player shall receive the Base Salary set forth in Exhibit 1, which shall be payable in U.S. dollars in equal, semi-monthly installments beginning on or about June 1 (but in no event more than two weeks after the start of the Regular Season) and ending on or about September 15.

(b) The Player shall be eligible to receive certain bonuses (related to individual and/or Team performance) during the term of the CBA in accordance with Article IX of the CBA as well as the bonus contained in Exhibit 8, if applicable.

4. Termination

This Contract is subject to the termination provisions provided for in Article V, Section 6 of the CBA.

5. Promotional Appearances

The Player will make herself available for the promotional appearances required under Article XXIV of the CBA.

6. Licensing and Marketing

(a) The Player hereby grants to WNBA Enterprises the right to use her Player Attributes in the manner set forth in Article XXVI of the CBA and in the agreement between WNBA Enterprises and the WNBPA, made as of March 5, 2014 (the "License Agreement"), a copy of which will, upon her request, be furnished to the player. The player agrees to adhere to the terms of Article XXVI of the CBA and of the License Agreement.

(b) The Player agrees that the WNBA, WNBA Enterprises, and/or the Team may use the Player's name, nickname, and/or the Player's Player Attributes as such Player Attributes may be captured in game action footage or photographs, in any advertising, marketing or collateral materials or public service or marketing programs conducted by the WNBA, WNBA Enterprises or the Team that, without regard to whether such use includes sponsor identification, is intended to (i) promote (x) the Team, the WNBA, players and/or the sport of basketball, (y) any game or competition in which the Team or a group of players participates or (z) any telecast or broadcast of such game or competition and/or (ii) further the development, popularity or

growth of the WNBA, the Team and/or the sport of basketball (e.g., in connection with basketball clinics, “grass roots” programs and similar activities). WNBA Enterprises, the WNBA or the Team shall be entitled to use the Player’s Player Attributes individually pursuant to the preceding sentence and shall not be required to use the Player’s Player Attributes in a group or as one of multiple players; provided, however, that no such use made by WNBA Enterprises, the WNBA or the Team shall constitute an endorsement or testimonial by the Player of any product or service.

(c) The Player agrees that WNBA Enterprises, the WNBA and/or the Team shall have the right to take and use her Pictures in accordance with the provisions of Article XXVI of the CBA.

(d) The Player hereby assigns to the WNBPA and its licensing affiliates, if any, the exclusive right to use and to grant to persons, firms, or corporations (collectively “WNBPA licensees”) the right to use her Player Attributes in group licensing programs. Group licensing programs are defined as those licensing programs in which a WNBPA licensee utilizes a total of four (4) or more WNBA player images on products that are sold at retail or used as promotional or premium items. The Player retains the right to grant permission to a licensee to utilize her image if that licensee is not concurrently utilizing the images of three (3) or more other WNBA players on products that are sold at retail or are used as promotional or premium items. If the Player’s inclusion in a particular WNBPA group licensing program is precluded by an individual exclusive endorsement agreement, and the Player provides the WNBPA with timely written notice of that preclusion, the WNBPA will exclude the Player from that particular program. In consideration for this assignment of rights, the WNBPA will use the revenues it receives from group licensing programs to support the objectives as set forth in the By-laws or

Resolutions of the WNBPA. The WNBPA will use its best efforts to promote the use of WNBA Player Attributes in group licensing programs, to provide group licensing opportunities to all WNBA players, and to ensure that no entity utilizes the group licensing rights granted to the WNBPA without first obtaining a license from the WNBPA. The assignment in this paragraph shall expire on December 31 of the later of (a) the third year following the execution of this contract, or (b) the year in which this contract expires. Neither the Team nor the WNBA is a party to the terms of this paragraph, which is included herein solely for the administrative convenience and benefit of the Player and the Players Association, and any breach of this paragraph by the Player or the Players Association shall not affect the contractual relationship between the Team and the Player. The WNBPA shall indemnify and hold harmless the Team, the WNBA, and WNBA Enterprises and its or their respective owners, directors, officers, agents, affiliates, successors, assigns and licensees from and against all liability and costs (including attorneys fees) arising out of any alleged breach of this paragraph 6(d), any WNBPA group licensing program or the acts and omissions of WNBPA licensees. The terms of this subparagraph apply unless, at the time of execution of this contract, the Player indicates by striking out this subparagraph (d) and marking her initials adjacent to the stricken language indicating her intention to not participate in any WNBPA group licensing program. Nothing in this subparagraph shall be construed to supersede, or otherwise alter in any way whatsoever the rights of the Team, WNBA Enterprises and the WNBA pursuant to this Contract, License Agreement or Article XXVI of the Collective Bargaining Agreement.

7. Representations and Warranties

The Player represents, warrants, covenants and agrees as follows:

(a) that she is not obligated to play basketball in or for any entity other than the Team during any WNBA Season during the term of this Contract (including any Option Year);

(b) that she is free to enter into and perform this Contract in accordance with its terms and, by doing so, she is not (and will not) violate any other agreement to which she is a party or by which she is bound;

(c) that as of the date of her execution of this Contract she is physically able to perform the services hereunder, and is not aware of any condition that may result in her becoming physically unable to perform the services hereunder (or, if she is not physically able to perform the services hereunder or is aware of a condition that may result in her becoming physically unable to perform the services hereunder, she has disclosed the foregoing to the Team); and

(d) that she has disclosed and submitted all sponsorship, endorsement and licensing agreements (including all agreements with respect to footwear with any financial terms redacted) to which she is a party in existence as of the date of her execution of this Contract and that copies of all such pre-existing agreements are attached to Exhibit 6 of this Contract.

8. WNBA Anti-Drug Program

The Player agrees to adhere to the requirements of the WNBA Anti-Drug Program set forth in Article XXI of the CBA, and recognizes that failure to adhere to those requirements may result in discipline, including fines and/or suspensions. The Player acknowledges that this Contract may be terminated in accordance with the express provisions of the Anti-Drug Program, and that any such termination will result in the Player's immediate dismissal and disqualification from any employment by the WNBA and any of its teams.

Notwithstanding any terms or provisions of the Contract (including any amendment hereto), in the event of such termination, all obligations of the Team, including obligations to pay Base Salary, shall cease, except the obligation of the Team to pay the Player's earned Base Salary to the date of termination.

9. Conduct

The Player agrees to adhere to the requirements set forth in Article XIV of the CBA, and recognizes that the failure to adhere to those requirements may result in reasonable discipline.

10. Hazardous Activity and Other Sports

The Player and the Team acknowledge and agree that the Player's participation in other sports or hazardous activities may impair or destroy her ability and skill as a basketball player. Accordingly, the Player agrees that she will not, without the written consent of the Team, engage in any sport or activity that a reasonable person would recognize as involving or exposing the participant to a substantial risk of bodily injury (including, but not limited to, motorcycling, auto racing, sky-diving, bungee-jumping, hang-gliding, in-line skating, skiing, boxing, wrestling, football, soccer, baseball, field or ice hockey, or lacrosse). Nothing contained in this Contract shall require the Player to obtain the written consent of the Team in order to participate in the sport of basketball in accordance with Article XVIII of the CBA or, as an amateur, in the sport of golf, tennis, handball, swimming, weight training, aerobics, distance running, hiking, biking, softball or volleyball, and other similar sports that a reasonable person would not recognize as involving or exposing the participant to a substantial risk of bodily injury.

11. Release

The Player hereby releases and waives every claim she may have, or that may arise, against the Team, the WNBA, every other WNBA Team, and all of their related entities, against all of their respective directors, officers, owners, stockholders, trustees, partners, employees, successors and assigns (excluding persons employed as players by a WNBA Team), against any person retained by the WNBA and/or the Players Association in connection with the Anti-Drug Program, and against any arbitrator retained by the WNBA and/or the Players Association under the terms of the CBA, howsoever caused or arising and whether or not by negligence, arising out of or in connection with (i) any injury that is subject to the provisions of Article XX of the CBA, (ii) any fighting or other form of violent and/or unsportsmanlike conduct occurring during the course of any practice and/or any pre-season, Regular Season, and/or playoff game (on or adjacent to the playing floor or in or adjacent to any facility used for practices or games) or during the Player's performance of any of the services under this Contract, (iii) the testing procedures or the imposition of any penalties set forth in paragraph 8 hereof and in the Anti-Drug Program, or (iv) any injury suffered in the course of her employment as to which she has or would have a claim for workers' compensation benefits. The foregoing shall not apply to any claim of medical malpractice against a physician or other medical personnel.

12. Unique Skills

The Player represents and agrees that she has extraordinary and unique skill and ability as a basketball player, that the services to be rendered by her under this Contract cannot be replaced or the loss thereof adequately compensated for in money damages, and that any breach by the Player of this Agreement will cause irreparable injury to the Team and its assignees and the WNBA. Therefore, if it is alleged by the Team that the Player: (i) is playing,

attempting or threatening to play, or negotiating for the purpose of playing basketball for any person, firm or organization other than the Team (a “Third Party”) during any WNBA Season during the term of this Contract; (ii) negotiating or attempting to negotiate an agreement that would preclude the Player from playing for the Team during any WNBA Season during the term of this Contract; or (iii) has agreed or has entered into an agreement that would preclude the Player from playing for the Team during any WNBA Season during the term of this Contract, then, in each case, the Team and its assignees or the WNBA (in addition to any other remedies that may be available to them under this Contract or applicable law) shall have the right to obtain from any court or arbitrator having jurisdiction such equitable relief as may be appropriate, including a decree enjoining the Player from playing basketball for any Third Party during any WNBA Season during the term of this Contract. In any suit, action, or arbitration proceeding brought to obtain such relief, the Player hereby waives her right, if any, to trial by jury, and, to the extent permitted by applicable law, waives her right, if any, to interpose any counterclaim or set-off for any cause whatsoever.

13. Dispute Resolution

In the event of any dispute arising between the Player and the WNBA or the Team relating to any matter arising under this Contract, or concerning the performance or interpretation thereof (except for a dispute arising under paragraph 12 hereof) such dispute shall be resolved in accordance with the grievance and arbitration or dispute resolution procedures set forth in the CBA.

14. Validity and Filing

(a) This Contract shall be valid and binding upon the Team and the Player immediately upon its execution.

(b) The Team agrees to file a copy of this Contract, and/or any amendment(s) thereto, with the President of the WNBA as soon as practicable by facsimile or email and overnight mail, but in no event may such filing be made more than forty-eight (48) hours after the execution of this Contract and/or amendment(s).

(c) If pursuant to league rules or the WNBA/WNBPA Collective Bargaining Agreement, the President disapproves this Contract (or amendment) within ten (10) days after the receipt of a complete copy thereof in her office by overnight mail, this Contract (or amendment) shall thereupon terminate and be of no further force or effect and the Team and the Player shall thereupon be relieved of their respective rights and liabilities thereunder. If the President's disapproval is subsequently overturned in any proceeding brought under the arbitration provisions of the WNBA/WNBPA Collective Bargaining Agreement (including any appeals), the Contract shall again be valid and binding upon the Team and the Player, and the President shall be afforded another ten-day period to disapprove the Contract (based on the Team's Room at the time the President's disapproval is overturned) as set forth in the foregoing sentence. The WNBA will promptly inform the Players Association if the President disapproves this Contract.

15. Assignment

The Team shall have the right to assign this Contract to any other WNBA team and the Player agrees to accept such assignment and to faithfully perform and carry out this contract with the same force and effect as if it had been entered into by the Player with the assignee team instead of with the Team.

16. General Matters

(a) With the exception of any Team Marketing and Promotional Agreement, this Contract (including any Exhibits hereto) contains the entire agreement between the parties and, except as provided in the WNBA/WNBPA Collective Bargaining Agreement, sets forth all components of the Player's compensation from the Team or any Team Affiliate, and there are no other agreements or transactions of any kind (whether disclosed or undisclosed to the WNBA), express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind (whether disclosed or undisclosed to the WNBA): (i) concerning any future Extension or other amendment of this Contract or the entry into any new Player Contract, or (ii) involving compensation or consideration of any kind (including, without limitation, an investment or business opportunity) to be paid, furnished, or made available to the Player, or any person or entity controlled by, related to, or acting with authority on behalf of the Player, by the Team or any Team Affiliate.

(b) The Parties agree and acknowledge that this Contract is subject to all of the CBA's terms and provisions, and that all capitalized terms that are not otherwise defined in this Contract shall be defined in accordance with the definitions set forth in Article I of the CBA.

EXAMINE THIS CONTRACT AND ALL
EXHIBITS CAREFULLY BEFORE SIGNING

AGREED TO AND ACCEPTED:

The Player:

Signature: _____

Full Name (print): _____

Street Address: _____

City, State and Zip Code: _____

Social Security No.: _____

Telephone No.: _____

Email Address: _____

The Team:

By: _____

Title: _____

AGENT CERTIFICATION

(To be completed only if Player was represented by an agent who negotiated the terms of this Contract.)

I, the undersigned, having negotiated this Contract on behalf of _____, do hereby swear and certify, under penalties of perjury, that the terms of Paragraph 16(a) of this Contract are true and correct to the best of my knowledge and belief.

Player Representative

Print or Type Name of Player Representative

State of _____

County of _____

On _____, before me personally came _____ and acknowledged to me that she/he had executed the foregoing Agent Certification.

Notary Public

STANDARD PLAYER CONTRACT
Exhibit 1 — Base Salary

Player:

Date:

Season Base Salary

Initialed:

Player

Team

STANDARD PLAYER CONTRACT
Exhibit 2 — Base Salary Protection

Player:

Date:

Season	Type of Protection	Amount of Protection	Additional Conditions or Limitations
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Initialed:

_____	_____
Player	Team

STANDARD PLAYER CONTRACT
Exhibit 3 — Prior Injury Exclusion

Player:

Date:

The Player's right to receive her Base Salary as set forth in Article V, Sections 6(a)(i) and 6(c) of the CBA or otherwise is limited or eliminated with respect to the following reinjury of the injury or aggravation of the condition set forth below:

Describe injury or condition:

Describe extent to which liability for Base Salary is limited or eliminated:

Initialed:

Player

Team

STANDARD PLAYER CONTRACT
Exhibit 4 — Rookie Option

The Team shall have the option to extend the term of this Contract for one (1) twelve (12) month period beyond its initial term. Such option shall be exercisable by the Team, in its sole discretion, by written notice to the Player or her representative on or before the May 31 following the second WNBA Season covered by this Contract. If the Team decides to exercise the option pursuant to this Exhibit 4, the terms and conditions of the Contract for the Option Year will be the same as those for the third year of the Contract, except that the Base Salary paid to the Player for the Option Year shall be increased by an amount equal to fifteen percent (15%) of the Player's Base Salary for the second year of the Contract above the Player's Base Salary for the third year of the Contract. The exercise of this option by the Team shall in no way guarantee that the Player will make the Team (or earn any compensation and/or benefits) during the Option Year.

Initialed:

_____	_____
Player	Team

STANDARD PLAYER CONTRACT
Exhibit 5 – Physical Exam

Player:

Team:

Date:

The Player and the Team agree that this Contract will be invalid and of no further force and effect unless the Player passes, in the sole discretion of a physician designated by the Team, a physical examination conducted in accordance with Article V, Section 14(i) of the CBA that is (i) conducted within three (3) business days of the execution of this Contract, and (ii) the results of which are reported by the Team to the Player within six (6) business days of the execution of this Contract. The Player agrees to supply complete and truthful information in response to all questions posed to her in connection with any such examinations (it being agreed that only questions reasonable and medically appropriate may be posed).

Initialed:

_____ _____
Player Team

STANDARD PLAYER CONTRACT

Exhibit 6 — Pre-existing Sponsorship, Endorsement and Licensing Agreements

Agreements with the following entities are attached to this Contract:

STANDARD PLAYER CONTRACT
Exhibit 7 – Sign and Trade

Player:

Team:

Date:

The Player and Team agree that this Contract will be invalid and of no force and effect unless the Contract is traded to the [assignee team] within forty-eight (48) hours of its execution, and all conditions to such trade are ultimately satisfied.

Initialed:

_____ _____
Player Team

STANDARD PLAYER CONTRACT
Exhibit 8 – Time Off Bonus

Player hereby agrees not to enter into one or more contracts or obligations to Play Professional Basketball (as that term is defined in Article V, Section 17 of the CBA) applicable to the Off-Season following the Season(s) listed below with a duration longer than the maximum number of days listed next to such Season(s). Any Time Off Bonus earned pursuant to this Exhibit 8 (as determined by the player's compliance with the Time Off Bonus limitations set forth herein and in Article V, Section 17 of the CBA) shall be paid to the player on the May 1 following the applicable Off-Season.

<u>Season</u>	<u>Maximum # of Days</u> <u>(Cannot be higher than 90)</u>	<u>Amount of</u> <u>Time Off Bonus</u>
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Initialed:

_____	_____
Player	Team