This agreement is between *[name of club]*, a *[type of organization]* with its principal place of business located at *[address of principal place of business]* (hereinafter referred to as the "Club"), and *[name of player]*, residing at *[address of player]* (hereinafter referred to as the "Player").
Whereas, Club desires to employ Player and Player desires to be employed by Club; and
Whereas, Player and Club have entered into negotiations as to the terms and conditions of such employment; and
Whereas, Player and Club have agreed to the terms and conditions of Player's employment by the Club as hereinafter set forth; and
Whereas, the Club is a member of the *[name of professional baseball league]* (hereinafter referred to as the "League"), and has subscribed to the rules and regulations of that League.
Now therefore, in consideration of the foregoing, of the mutual covenants and restrictions contained herein, and other good and valuable consideration, the parties agree as follows:

1. Club employs Player to render, and Player agrees to render, skilled services as a baseball player during the period *[starting date of contract]* to *[ending date of contract]*, including designated training periods, regularly scheduled games, exhibition games, and postseason championship series.

2. For performance of these services and promises, Club agrees to pay Player the sum of $*[dollar amount of annual salary]*, in *[number of installments]* installments, beginning *[date]*.

3. In addition to the services in connection with the actual playing of baseball mentioned in paragraph 1 herein, Player also agrees to cooperate and participate in promotional activities organized by the Club which, in the sole opinion of the Club, will promote the welfare of the Club or of professional baseball.

4. Player agrees that photographs, motion pictures, and telecasts may be made of Player, individually or with others, at such times or places as Club may designate, and Player agrees that all rights, including but not limited to rights of sale, reproduction, use, and distribution, shall belong to Club, which may make whatever use of the pictures and broadcasts as it may desire. Player further agrees that during the term of this contract, Player will not make public appearances, participate in radio or television programs, or permit *[his/her]* picture to be taken or write or sponsor newspaper or magazine articles or sponsor commercial products without the written consent of Club, which shall not be withheld except in the reasonable interests of the Club or professional baseball.

5. Player represents and agrees that *[he/she]* has exceptional and unique skill and ability as a baseball Player and the services to be rendered are of a special and extraordinary character which gives them peculiar value not reasonably or adequately compensable in damages at law, and that Player's breach of this contract will cause the Club great and irreparable injury and damage. Accordingly, Player agrees that, in addition to other remedies, Club shall be entitled to injunctive and other equitable relief to prevent a breach of this contract by Player, including the right to enjoin Player from playing baseball for any other person or organization during the term of this contract.

6. Player represents that *[he/she]* has no physical or mental defects known to *[him/her]* and unknown to the appropriate representative of the Club which would prevent or impair the performance of *[his/her]* services.

7. Player and Club recognize that Player's participation in other sports may impair or destroy *[his/her]* ability

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and skill as a baseball player. Accordingly, Player agrees, from and after the execution of this contract, and for its duration not to engage or participate in any other sport or activity involving a substantial risk of personal injury, including, but not limited to, automobile or motorcycle racing, fencing, parachuting or skydiving, boxing, wrestling, karate, judo, football, basketball, skiing, or ice hockey. Except with the written consent of Club, *[he/she]* will not engage or participate in any amateur, intramural, intercollegiate or professional athletics in any sport whatsoever.

8. Player specifically agrees and understands that this contract may be assigned by Club, and reassigned by any assignee club, to any other club in accordance with the constitution, bylaws, rules and regulations of the *[name of league]*, as they now exist or which may be amended.

9. Upon and after assignment of this contract, all rights and obligations of the assignor club shall become the rights and obligations of the assignee club. All references to 'Club' in any part of this contract shall be deemed to mean and shall include any assignee of this contract to the same extent as if the assignee of this contract had contracted originally with Player. The compensation to Player stipulated in paragraph 2 shall not be diminished except for failure to report promptly to assignee club. For the purposes of this paragraph prompt reporting is defined to be the period of time for travel, following receipt by Player of written or electronic notice from assignor club of the assignment of this contract, as reasonably required by the mode of transportation authorized or furnished to reach the city to which Player is directed to report to join assignee club. If Player fails to report, *[he/she]* shall not be entitled to any payment for the period from the date *[he/she]* receives notice of assignment until *[he/she]* reports to the assignee club. The assignee club shall be liable to the Player for payments accruing only from the date of assignment. The assignor club shall remain liable for payments accrued prior to that date.

10. Player may terminate this contract, upon written notice to Club, if the Club defaults in the payments to the Player stipulated in paragraph 2 or fails to perform any other obligation agreed to be performed by the Club and if the Club fails to remedy the default or failure to make payments within ten (10) days after the receipt by the Club of written notice of default.

11. Club may terminate this contract upon the delivery of written or electronic notice to Player upon the occurrence of any of the following conditions:

(a) Failure of Player to conform to the highest standards of personal conduct;

(b) Failure of Player, in the sole opinion of Club management, to exhibit sufficient skill or competitive ability to continue as a member of the Club team;

(c) Failure of Player to keep in first-class physical condition;

(d) Failure, refusal or neglect of Player to render services, or in any other manner to materially breach this contract.

Before terminating this contract in accordance with paragraph 11, Club must comply with league rules and regulations regarding requesting and obtaining waivers from the other clubs in the league.

Club may also terminate this contract if Player becomes disabled. If Player's disability is a direct result of injury sustained in the course and within the scope of his employment, Player shall be entitled to receive *[his/her]* full salary for the season in which the injury was sustained, less all workmen's compensation payments received by

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the Player as compensation for loss of income for the specific period for which the Club is compensating *[him/her]* in full.
Upon termination of this contract by Club for reasons other than Player's disability, Player shall be entitled to receive as full payment that portion of the amount stipulated in paragraph 2 as the number of days of actual employment in the Club's playing season bears to the total number of days in the season.

12. Club shall have a renewal option to extend the term of employment of Player from and after the expiration of the initial term of employment as set forth in paragraph 1 for an additional period of one year. To exercise this renewal option, Club, on or before *[date]* of the year following the calendar year covered by this contract, may notify Player of its intention to exercise its renewal option to extend the term of this contract for that following year, by tendering to Player a contract of employment for the terms of that year with the rate of compensation stated by Club. Such tender shall be deemed to have been made if the contract is delivered to Player personally or mailed to *[him/her]* at *[his/her]* last address of record of Club. In the absence of agreement by the parties, Club shall have the right to fix the compensation rate to be paid to Player during the renewal term; provided, however, that the amount, if fixed by Club, shall not be less than 80% of the rate stipulated for the next preceding year and not less than 70% of the rate stipulated for the year immediately prior to the next preceding year.

13. Club will provide and furnish Player during Club's training season and while Club is “on the road” during the regular season and postseason championship series with board and lodging and will pay all of Player's actual and necessary meal and transportation expenses. Player agrees to use the mode of transportation furnished by Club to all “road” games.

14. Club will select and furnish Player with necessary baseball uniforms, which Player shall wear as furnished and shall not alter or disfigure, excluding shoes but including all numerals, emblems, logos or devices to be worn upon or affixed to. Player shall not wear any article of apparel or any item with or upon *[his/her]* uniform which is not approved by Club. Upon conclusion of the season, or upon assignment or termination of this contract, Player shall immediately return to Club the uniforms and any other property of Club in the possession of Player.

15. When requested by Club, Player shall submit to a complete physical examination at the expense of Club and, if necessary, to any medical, surgical, psychiatric or dental treatment as may be prescribed.

16. All disputes between the Player and the Club arising under any of the provisions of this contract shall be resolved in accordance with the grievance procedure as set out in the league rules and regulations.

17. Player specifically consents that the Club, the league president, the commissioner or any of them may make public the findings, decision and record of any inquiry, investigation or hearing held or conducted, including in the record all evidence or information given, received or obtained in that connection.

18. Club and Player covenant that this contract fully sets forth all understandings and agreements by and between them and agree that no other understandings or agreements shall be valid, recognizable, or of any effect, unless expressly set forth in a new or supplemental contract executed by Player and Club.

19. This contract shall be governed by and interpreted in a manner as to be effective and valid under the laws of

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the state of *[name of state]*, but if any provision of this contract is prohibited by or invalid under applicable law, that provision shall be ineffective to the extent of the prohibition or invalidation only, without invalidating the remainder of the provision or the remaining provisions of this contract.

Dated: *[date]*

[Name of club]
By:

_____
[Name of authorized representative]
Attested:

_____
[Name of secretary]

[Corporate seal]

_____
[Name of player]
[Address of player]

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