EMPLOYMENT AGREEMENT

Employment agreement made *[date of agreement]*, between *[name of club]*, a corporation organized under the laws of *[name of state]*, having its principal office at *[address of club]* ("club"), and *[name of player]*, of *[address of player]* ("player").

SECTION ONE. EMPLOYMENT AND TERM

Club employs player to render, and player agrees to render, skilled services as a baseball player during the period *[date of commencement of period]* to *[date of end of period]*, including designated training periods, regularly-scheduled games, exhibition games, and postseason championship series, subject, however, to termination, extension, or renewal as specified in this agreement.

SECTION TWO. GENERAL DUTIES OF PLAYER

Player's employment shall include attendance at training camp, playing the games scheduled for the team during the scheduled season, playing all exhibition games scheduled by the team during and prior to the scheduled season, and playing the play-off games for which player is to receive such additional compensation as is provided by *[name of league]*, of which club is a member.

SECTION THREE. TRAINING CAMP

Regular players will not be required to attend training camp earlier than *[number of weeks]* weeks prior to the season starting date of the team of which player is a member. Rookies may be required to attend training camp at an earlier date.

SECTION FOUR. EXHIBITION GAMES

A. Exhibition games shall not be played on the *[number of days]* days prior to the opening of a team's regular season schedule nor on a day prior to a regularly scheduled game. Exhibition games during the regularly scheduled season shall not exceed *[number of games]*.

B. For the purpose of this SECTION FOUR, invitational games shall not be considered as exhibition games.

SECTION FIVE. COMPENSATION

A. For player's rendering services under this agreement, and for player's agreement not to play baseball or engage in activities related to baseball for any other person, firm, corporation, institution, or other entity during the term of this agreement, and for the option set forth below in this agreement giving the right to renew this agreement, and for the other undertakings of player under this agreement, club agrees to pay player $*[dollar amount of compensation]* in *[number of installments]* equal installments beginning *[date of first installment]*.

SAMPLE

B. If club does not qualify for the postseason championship series, the payments due subsequent to the conclusion of the schedule season shall become due and payable immediately after the conclusion of the scheduled schedule season.

SECTION SIX. PROMOTIONAL ACTIVITIES

In addition to the services in connection with the actual playing of baseball mentioned in SECTION ONE of this agreement, player also agrees to cooperate and participate in promotional activities organized by club that, in the sole opinion of club, will promote the welfare of club or professional baseball.

SECTION SEVEN. BOARD, LODGING, AND TRAVEL EXPENSES

A. Club will provide and furnish player during club's training season and while club is “on the road” during regular season and postseason championship series with board and lodging and will pay all of player's actual and necessary meal and transportation expenses.

B. Player agrees to use the mode of transportation furnished by club to all “road” games.

SECTION EIGHT. PHYSICAL CONDITION

Player represents that player has no physical or mental defects known to player and unknown to the appropriate representative of club that would prevent or impair the performances of player's services under this agreement.

SECTION NINE. RULES OF CLUB

A. Club may from time to time during the continuance of this agreement establish reasonable rules for the government of its players at home and at road games. Such rules shall be a part of this agreement as fully as if set forth in this agreement in their entirety and shall be binding on player.

B. For violation of such rules or for any conduct impairing the faithful and thorough discharge of the duties incumbent on player, club may impose reasonable fines on player and deduct the amount of such fines from any money due or to become due to player. Club may also suspend player for violation of any rule so established, and during such suspension player shall not be entitled to any compensation under this agreement.

C. When player is fined or suspended, player shall be given written notice, stating the amount of the fine or the duration of the suspension and the reason for such suspension.

SECTION TEN. PARTICIPATION IN OTHER SPORTS

Player and club recognize and agree that player's participation in other sports may impair or destroy player's ability and skill as a baseball player. Accordingly, player agrees, from and after the execution of this agreement, and for the duration of this agreement, 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; and that, except

SAMPLE

with the prior, express, and written consent of club, player will not engage or participate in any amateur, intramural, intercollegiate, or professional athletics in any sport.

SECTION ELEVEN. SUSPENSION FOR POOR PHYSICAL CONDITION

A. If player, in the judgment of club's physician, is not in good physical condition at the date of player's first scheduled game of the regular playing season, or if, during such regular playing season, player fails to remain in good physical condition, unless such condition is a direct result of participating in any baseball practice or game for club, club shall have the right to suspend player until such time as, in the judgment of club's physician, player is in sufficiently good physical condition to play skilled baseball.

B. In the event of such suspension, the sum payable to player under this agreement shall be proportionately reduced as the length of the period player is unfit to play skilled baseball bears to the season, but club shall not become obligated to pay hospital and medical expenses, and salary continuation as provided in this agreement.

SECTION TWELVE. INJURY TO PLAYER

A. If player is injured after the start of the regular playing season, and the injury was a direct result of participating in any baseball practice or game for club and written notice of such injury is given by player as provided in paragraph B of this section, and player's injury renders player unfit to play skilled baseball, then, so long as such unfitness continues, but in no event beyond the playing season during which such injury occurred, club shall pay to player the compensation prescribed in SECTION FIVE of this agreement, less any workers' compensation benefits and any insurance provided for by club, whether paid or payable to player.

B. Player shall give to club's coach, or to club's physician, immediate notice of any injury suffered by player, followed by written notice of such injury within *[number of hours]* hours after such injury occurs. Each such written notice shall state the time, place, cause, and nature of the injury.

C. Should player become injured, as provided in this section, player will on request by club, submit *[himself/herself]* to a medical examination and treatment by a regular physician, in good standing, to be selected by club. Such examination, when made at the request of club, shall be at club's expense, unless made necessary by some act or conduct of player contrary to the terms of this agreement or rules and regulations made under it.

SECTION THIRTEEN. INJUNCTIVE RELIEF

Player represents and agrees that player has special, exceptional, and unique knowledge, skill, and ability as a baseball player, and the services to be rendered by player under this agreement are of a special and extraordinary character that gives them peculiar value not reasonably or adequately compensable in damages at law and that player's breach of this agreement will cause club great and irreparable injury and damage. Accordingly, player agrees that, in addition to any other remedies that club may possess, club shall be entitled to injunctive and other equitable relief to prevent breach of this agreement by player, including the right to enjoin player from playing baseball, or engaging in activities related to baseball for any person, firm, corporation, institution, or other entity during the term of this agreement.

SECTION FOURTEEN. ASSIGNMENT

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Player specifically agrees and understands that this agreement 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 may be amended after the effective date of this agreement.

SECTION FIFTEEN. EFFECT OF ASSIGNMENT

A. Upon and after assignment of this agreement, all rights and obligations of the assignor club shall become the rights and obligations of the assignee club.

B. All references to "club" in any part of this agreement include any assignee of this agreement to the same extent as if the assignee of this agreement had contracted with player originally.

C. The compensation to player stipulated in this agreement shall not be diminished except for player's failure to report promptly to assignee club.

D. For the purposes of paragraph C of this SECTION FIFTEEN, prompt reporting is defined to be the period of time for travel, following receipt by player of written notice from assignor club of the assignment of this agreement, 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.

E. If player fails to so report, player shall not be entitled to any payment for the period from the date player receives notice of assignment until player reports to assignee club.

F. The assignee club shall be liable to player for payments accruing only from the date of assignment. The assignor club shall remain liable for payments accrued prior to that date.

SECTION SIXTEEN. FINES

A. Player and club acknowledge that the national officer of *[name of league]* is empowered by present and future provisions of its certificate of incorporation and bylaws and actions to impose fines on player or on club for causes and in the manner provided in such certificate of incorporation and bylaws and such action.

B. Player and club, each for *[himself/herself]* and itself, promises promptly to pay each fine imposed on player or it in accordance with such provisions of the certificate of incorporation and bylaws and such action and not to permit any such fine to be paid on *[his/her]* or its behalf by anyone other than the person or club fined.

C. Player authorizes club to deduct any fines imposed on or assessed against player from *[his/her]* salary payments under this agreement.

SECTION SEVENTEEN. PICTURES OF PLAYER

A. Player agrees that photographs, motion pictures, and telecasts may be made of player alone or together with others, at such times or places as club may designate, and player agrees that all rights in such photographs, mo-

SAMPLE

tion pictures, and telecasts, including, but not limited to, rights of sale, reproduction, use, and distribution, shall belong to club, which may make whatever use of such photographs, motion pictures, and telecasts as it may desire.

B. Player further agrees that during the term of this agreement, player will not make public appearances, participate in radio or television programs, or permit player's picture to be taken or write or sponsor newspaper or magazine articles or sponsor commercial products without the prior, express, and written consent of club, which shall not be withheld except in the reasonable interests of the club or professional baseball.

SECTION EIGHTEEN. TERMINATION BY PLAYER

A. If club defaults in the payments to player provided for in SECTION FIVE or fails to perform any other material obligation agreed to be performed by club under this agreement, player shall notify club in writing of the facts constituting such default or failure.

B. If club shall not cause such default or failure to be remedied within *[number of days]* days after receipt of such written notice, player shall have the right, by a further written notice to club to terminate this agreement.

C. On termination of this agreement by player, all obligations of both parties under this agreement shall cease on the date of termination, except the obligation of club to pay player's compensation to such date of termination.

SECTION NINETEEN. TERMINATION BY CLUB

A. Club may terminate this agreement on written notice to player upon the occurrence of any of the following conditions:

1. failure of player to conform to the highest standards of professional conduct;

2. 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;

3. failure of player to keep *[himself/herself]* in first-class physical condition; or

4. failure, refusal, or neglect of player to render player's services under this agreement, or in any other manner to materially breach this agreement.

B. Before terminating this agreement in accordance with this section, club must comply with league rules and regulations regarding requesting and obtaining waivers from the other clubs in the league.

C. Club may also terminate this agreement if player becomes disabled. If player's disability is a direct result of injury sustained in the course and within the scope of player's employment under this agreement, player shall be entitled to receive player's full salary for the season in which the injury was sustained, less all workers' compensation payments received by player as compensation for loss of income for the specific period for which club is

SAMPLE

compensating player in full.

D. Upon termination of this agreement by club for reasons other than player's disability, player shall be entitled to receive as full payment under this agreement such portion of the amount stipulated in SECTION FIVE of this agreement as the number of days of player's actual employment in the club's playing season bears to the total number of days in such season.

SECTION TWENTY. GRIEVANCES

All disputes between player and club arising under any of the provisions of this agreement shall be resolved in accordance with the grievance procedures as set out in the league rules and regulations.

SECTION TWENTY-ONE. OPTION TO RENEW

A. 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 this agreement for an additional period of one year.

B. To exercise the above-granted option, club, on or before *[date of expiration of option]* of the year next following the calendar year covered by this agreement, may notify player of its intention to exercise its renewal option to extend the term of this agreement for that following year, by tendering to player a contract of employment for the terms of such year with the rate of compensation stated in such contract by club. Such tender shall be deemed to have been made if the contract is delivered to player personally or mailed to player at player's last address of record. 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 such amount, if so fixed by club, shall not be less than *[percentage of rate]*% of the rate stipulated for the next preceding year and not less than *[percentage of rate]*% of the rate stipulated for the year immediately prior to the next preceding year.

SECTION TWENTY-TWO. UNIFORMS

A. Club will select and furnish player with necessary baseball uniforms, which player shall wear as furnished and shall not alter or disfigure, including all numerals, emblems, logos, or devices to be worn on or affixed to such uniforms.

B. Player shall not wear any article of apparel or any item with or upon player's uniform that is not approved by club.

C. Upon conclusion of the season, or upon assignment or termination of this agreement, player shall immediately return to club such uniforms and any other property of club in player's possession.

SECTION TWENTY-THREE. PHYSICAL EXAMINATION

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

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SECTION TWENTY-FOUR. PUBLICITY OF FINDINGS

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

SECTION TWENTY-FIVE. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION TWENTY-SIX. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION TWENTY-SEVEN. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of *[name of state]*.

SECTION TWENTY-EIGHT. NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION TWENTY-NINE. ATTORNEY'S FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

SECTION THIRTY. SEVERABILITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

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SECTION THIRTY-ONE. SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION THIRTY-TWO. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

The parties have executed this agreement at *[place of execution]* the day and year first set forth above.

[Name of club]
By:

_____
[Name of officer of club]
[Title of officer of club]

_____
[Name of player]

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