

All-America Football Conference

Uniform Player's Contract

BETWEEN

BUFFALO ALL-AMERICA FOOTBALL CLUB

herein called Club, and Bernard W. Brosby
of 636 Orchard Street, Scranton Pa, herein called Player.

The Club is a member of the All-America Football Conference, herein called the Conference. The Constitution and Rules of the Conference define the relationship between Club and Player and vest in a Commissioner (herein called the Commissioner) powers of control and discipline and of decision in case of disputes.

In consideration of those facts and of the promises of each to the other, Club and Player agree as follows:

1. Club hereby employs Player to render skilled services as a football player during the Conference football season of 1946, including Club's training season, exhibition games, Conference games and post-season championship games.

2. For said services Club will pay Player a salary per season of \$2250.⁰⁰/₁₀₀, of which 75% shall be payable in semi-monthly instalments commencing with the first and ending with the last regularly scheduled Conference game of Club and the balance of 25% shall be payable at the end of said last game.

In addition Player shall be entitled to all amounts allocated to him by the Commissioner or the Conference Rules for post-season play-offs and championship games.

3. Player agrees to perform his services hereunder diligently and faithfully and to conform to high standards of personal conduct, fair play and good sportsmanship and to Conference Rules and Club Regulations respecting player conduct.

4. Player agrees that until August 1 of the year following the last football season covered by this contract, he will not play football otherwise than for Club except with the approval in writing of the Commissioner and Club.

5. Player represents and agrees that he has exceptional and unique skill and ability as a football player, that his services to be rendered hereunder are of a special, unusual, extraordinary and intellectual character which gives them peculiar value which cannot be reasonably or adequately compensated for in damages at law, and that Player's breach of this contract will cause Club great and irreparable injury and damage. 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. Player represents that he has no physical or mental defects, known to him, which would prevent or impair performance of his services.

6. The Conference Constitution and Rules are hereby made a part of this contract and Club and Player agree to accept and comply with their provisions, all amendments thereof and all decisions of the Commissioner thereunder. Player also accepts as part of this contract the Regulations printed on the reverse hereof and such reasonable modifications of them and such other reasonable regulations as Club may announce from time to time.

7. Club may terminate this contract if Player should at any time (a) fail, refuse or neglect to render his services hereunder, (b) in any other manner breach this contract or the Conference Constitution or Rules or the Regulations incorporated herein, (c) fail, in the opinion of Club's coach, to exhibit sufficient skill to qualify as a member of Club's football squad, or (d) become disabled from performing his services hereunder; provided, however, that, subject to the notice required by the Regulations, Player's disability resulting directly from injury sustained in the performance of his services under this contract shall not affect Player's right to receive his full salary for the season in which the injury was sustained. If this contract is terminated by Club during its regular Conference schedule, Player shall receive as his full compensation such proportion of his salary as the number of days of his service during such Conference schedule bears to the total number of days in such Conference schedule. If this contract is terminated during the training season, payment by Club of Player's expenses and his transportation as provided in the Regulations, shall be full compensation for Player's services during the training season and Club shall not be obligated to pay any part of salary.

8. Player agrees that he may be fined or suspended by the Commissioner or the Club for violation of this contract, provided that any termination of this contract or fine or suspension by Club shall be appealable to the Commissioner in accordance with the Conference Rules.

9. On or before August 1 of the year next following the last football season covered by this contract, by written notice to Player, Club may renew this contract for the football season of that year on the same terms, including salary rate, as those stipulated herein, unless Player and Club agree upon a higher or lower salary. Such right of renewal and the promise of Player not to play otherwise than for Club have been taken into consideration in determining the salary specified herein and Club's undertaking to pay said salary is the consideration for said renewal right and promise and Player's services.

10. This contract may be assigned by Club, and Player shall report to the assignee promptly (as provided in the Regulations) upon notice of such assignment. Upon and after such assignment, all rights and obligations of the assignor hereunder shall become and be rights and obligations of the assignee and the assignee shall become liable to Player for his salary and the assignor shall not be liable therefor. All references in this contract to Club shall be deemed to mean and include any assignee of this contract.

11. Disputes between Player and Club may be referred to the Commissioner and his decision shall be accepted by all parties as final; provided that any such dispute or any claim by either party against the other shall be presented in writing to the Commissioner and to the party complained against within 10 days from the date it arose.

12. This contract sets forth the entire agreement between the parties. No verbal agreements or understandings between Club and Player shall be valid or binding.

A copy of this contract shall be filed with the Commissioner by Club within 10 days after its execution. This contract shall have no force or effect if disapproved by the Commissioner within 10 days after such filing.

SIGNED in triplicate this 14th day of February, 1946.

BUFFALO ALL-AMERICA FOOTBALL CLUB

By Sam J. Caderano
(Club)

WITNESSES:

(Player)

(Home address of Player)

(CLUB'S COPY)

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REGULATIONS.

1. Player shall at all times conform his personal conduct to standards of good citizenship and good sportsmanship, keep himself in first-class physical condition and during the football season conform to the training rules prescribed by the Club's coach.
2. Player shall attend promptly all practice sessions, conferences and meetings designated by Club during the training and playing seasons.
3. Player shall not engage in any game or exhibition of baseball, basketball, hockey, boxing, wrestling or other athletic sport or any hazardous occupation or pursuit, without the written consent of Club.
4. Player shall permit his picture to be taken, for still photographs, motion pictures or television, at such times and places as Club may designate and agrees that all rights in such pictures shall belong to Club and may be used by Club for publicity purposes in any manner it desires. During the playing season, Player shall not make public appearances, participate in radio programs, permit his picture to be taken for still photographs, motion pictures or television, or write or sponsor magazine articles, without the written consent of Club.
5. Player shall, at Club's request and expense, submit to a complete physical examination and shall, at Player's expense, submit to such treatment by a qualified physician or dentist as the examination indicates. At Club's request, Player shall submit to Club a certificate of his local doctor that Player is in good health and in good physical condition to play professional football.
6. Written notice of any injury sustained by Player in rendering services under his contract, stating the time, place, cause and nature of the injury, shall be delivered to Club by Player within 10 days of the sustaining of the injury. In the absence of such notice, disability of Player to perform his services resulting from such injury shall be cause for termination of Player's contract by Club without liability for salary beyond the date of termination.
7. Club will provide and furnish Player while "abroad" or traveling with Club in other cities, with proper board and lodging and will pay all proper and necessary traveling expenses and meals en route. Club will also pay Player's necessary traveling expenses from his home city to Club's training place and, if Player's contract is terminated during the training season under Paragraph 7 (c) of Player's contract, from the training place to Player's home. The mode of travel, whether by rail, water, automobile, bus, or airplane, and the traveling accommodations shall in each case be those specified by Club.
8. Player shall report for the training season at such time and place as Club may designate. In the event of the failure of Player to report for training during the training season of the Club, he shall be required to get in playing condition to the satisfaction of the Club's coach and at Player's own expense before his salary shall commence.
9. In the event Player's contract is assigned to another Club, he shall report to the assignee Club within 72 hours from the date he receives written notice from the Club of such assignment if the assignee Club is within 1600 miles by the most direct available railroad route and if the assignee Club is distant more than 1600 miles, he shall have an additional 24 hours for each additional 800 miles in which to report. If Player fails so to report, he shall not be entitled to salary after the date of receipt of written notice of assignment of the contract.
10. Player shall not own or acquire any interest, directly or indirectly, in the stock or ownership of any member of the Conference. Player shall not wager on, or be interested directly or indirectly in any pool or wager on, any game in which a Conference club participates.
11. All notices required to be given under the contract shall be sufficient if sent to Player by mail, postage prepaid, addressed to him at the address following his signature to his contract or if delivered to him in person, or if sent to Club by mail, postage prepaid, addressed to Club at its office in its home city.