

SENIOR PROFESSIONAL BASEBALL ASSOCIATION

UNIFORM PLAYER CONTRACT

Parties

The WEST PALM BEACH Club, herein called the Club, a member of the Senior Professional Baseball Association (hereinafter referred to as the "SPBA" or "Senior League"), and OBELL JONES, herein called the Player, of \_\_\_\_\_ are parties of this contract.

Recital

The Club is a member of the SPBA. As such, and jointly with other clubs of the SPBA, it is a party to the Constitution and By-Laws of the SPBA and is subject to and governed by the Constitution and By-Laws and by the Joint Venture Agreement of the SPBA (hereinafter referred to as the "Senior League Agreement"). The purpose of these agreements, Rules, Constitutions and By-Laws is to assure the public wholesome professional baseball by defining the relations between Club and Player, between Club and Club, and by vesting in a designated Commissioner President and Executive Committee, broad powers of control, of discipline, and of decision in case of disputes.

Agreement  
Employment

In consideration of the facts above recited and of the promises of each of the other, the parties agree as follows:

1. The Club hereby employs the Player to render, and the Player agrees to render, skilled services as a professional baseball player in connection with all games of the Club during the 19\_\_ - 19\_\_ season, including the Club's training season, the Club's exhibition games, the Club's championship playing season, and any official league play-off or championship series in which the Club may participate. The Player covenants that at the time he signs this contract he is not under contract or contractual obligation to any baseball club to perform services as a player other than the one party to this contract, that he is under no other restrictions prohibiting him from entering into such employment and that he is capable of and will perform with expertness, diligence and fidelity the service stated and such other duties as may be required of him in such employment. The Player also covenants that he will be at least 35 years of age (32 years of age if the Player is to be employed as a catcher) by December 31 of the current calendar year.

Payment

2. (a) For the service aforesaid subsequent to the training season the Club will pay the Player at the rate of \$ 6,500 per month, as follows:

In semi-monthly installments, after the commencement of the championship playing season covered by this contract payable on the first and sixteenth day of the month (other than a Sunday or legal holiday in which case payment shall be due on the next business day), unless the Club is "abroad", in which event the amount then due shall be paid on the first day (other than a Sunday or legal holiday) after the return "home" of the Club. The terms "home" and "abroad" mean,

respectively, at and away from the city in which the Club has its baseball park.

The obligation to make such payment shall begin with the commencement of the Club's championship playing season (or such subsequent date as the Player's service may commence) and end with the termination of the Club's scheduled regular playing season or the termination of this Contract by the Club pursuant to Paragraph 7(b) or application of subparagraph (d) below, except that if the Player is in the service of the Club for part of the playing season only, he shall receive such proportion of the payment above stipulated as the number of days of his actual employment in any month bears to the number of days in said month. In the event that all or part of the SPBA playing season is suspended or cancelled for any reason, the Club's obligations will cease with such suspension or cancellation.

(b) In addition to the above payments, during the championship playing season the Player shall receive a daily per diem of \$18 for each date the Club has a game abroad, plus hotel accommodations, double occupancy, for each night the club is abroad.

(c) During the period from the commencement of pre-season training camp until the start of the regular season, the Player shall receive \$20 daily, payable in advance, to cover training camp expenses, plus hotel accommodations, double occupancy, at the Club's expense. The Club will reimburse actual and necessary travel expenses incurred by the Player in getting to training camp, up to a maximum of \$400, provided that the Player is on the Club's Active Roster or the disabled list at the time of the Club's first game of the championship playing season.

(d) Notwithstanding the provisions of subparagraph (a), in the event the Player is placed on the Disabled List pursuant to the By-Laws of the SBPA, the Club's payment obligation during any such period(s) shall be limited to 50% of the amount of the monthly salary due pursuant to subparagraph (a) for such time as the Player remains on the Disabled List up to a maximum of 30 days total during the season; however, in no event shall the monthly payment pursuant to this section 2(d) exceed \$3,500.

(e) Notwithstanding the provisions of subparagraph (a), in the event the Player is terminated by the Club for any reason pursuant to paragraph 7(b), the Club shall be obligated to pay the Player one semi-monthly payment following termination in the amount set forth in subparagraph (a).

3. (a) The Player agrees (a) to report at the time and place fixed by the Club in good physical condition; (b) to keep himself throughout each season in first-class physical condition; (c) to give his best services, as well as his loyalty to the Club, and to play baseball only for the Club and its assignees; (d) to observe and comply with all requirements of the Club respecting conduct and service of its team and its players at all times; (e) to be neatly and fully attired in public and always to conduct himself on and off the field according to the highest standards of honesty, morality, fair play and

Loyalty

sportsmanship; and (f) not to do anything which is detrimental to the best interests of the Club or of the Senior League.

**Baseball  
Promotion**

(b) In addition to his service in connection with the active playing of baseball, the Player agrees to cooperate with the Club and participate in any and all promotional activities of the Club and the SPBA, which, in the reasonable opinion of the Club, will promote the welfare of the Club or the SPBA. Upon request, the Player shall consent to and make himself available for interviews by representatives of the media conducted at reasonable times.

**Pictures**

(c) The Player agrees that, while in the Club's uniform, photographs, whether still or action, and motion pictures may be taken and telecasts made, of himself, individually or with others, at such times or places as the Club may designate; that all rights therein shall belong to the Club; and that they may be used, reproduced or otherwise disseminated by the Club, directly or indirectly, in any manner the Club desires. The Player further agrees that during the playing season (as defined in paragraph 1 of this contract) he will not permit his picture to be taken, sponsor commercial products or services, or write or sponsor newspaper or magazine articles, without in each case the written consent of this Club, which, however, shall not be withheld except in the reasonable interests of the Club or the SPBA, provided, however, that at no time shall the Player, while in the Club's uniform, engage in any of the foregoing activities without the written consent of the Club.

**Player  
Representations**

4. (a) The Player represents that he has no physical or mental defects known to him, which would prevent or impair performance of his services.

(b) The Player represents that he does not, directly or indirectly, own stock or have any financial interest in the ownership or earnings of any SPBA Club, except as hereinafter expressly set forth, and covenants that he will not hereafter, while under contract to the Club, or any assignee thereof, acquire or hold any such stock or interest, except in accordance with the By-laws of the SPBA.

(c) The Player represents and agrees that he has extraordinary and unique skill and ability as a baseball player, that the services to be rendered by him hereunder cannot be replaced or the loss thereof adequately compensated for in money damages, and that any breach by the Player of this contract will cause irreparable injury to the Club and to its assignees. Therefore, it is agreed that in the event it is alleged by the Club that the Player is playing, attempting or threatening to play, or negotiating for the purpose of playing, during the term of this contract, for any other person, firm, corporation or organization, the Club and its assignees (in addition to any other remedies that may be available to them judicially or by way of arbitration) 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 any further such breach of this con-

tract, and enjoining the Player from playing baseball for any other person, firm, corporation or organization during the term of this contract. In any suit, action or arbitration proceeding brought to obtain such relief, the Player does hereby waive his right, if any, to trial by jury, and does hereby waive his right, if any, to interpose any counterclaim or set-off for any cause whatever.

(d) The Player hereby releases and waives every claim he may have against the Senior League and every member of the Senior League, and against every director, officer, stockholder, trustee, partner and employee of the Senior League and/or any member of the Senior League (excluding persons employed as players by any such member), arising out of or in connection with any fighting or other form of violent and/or unsportsmanlike conduct occurring (on or adjacent to the playing field or any facility used for practices or games) during the course of any practice and/or any exhibition, championship season and/or play-off game.

**Playing  
for Others**

5. (a) The Player agrees that, while under contract and prior to expiration of the Club's right to renew the contract, and until he reports to his Club for pre-season training, if this contract is renewed, for the purpose of avoiding injuries he will play baseball otherwise than for the Club only with the written consent of the Club, except that he may participate in post-season games as prescribed in the by-laws of the SPBA.

**Assignment**

6. (a) The Club shall have the right to sell, exchange, assign or transfer this contract to any other Senior League baseball club and the Player agrees to accept such sale, exchange, assignment or transfer 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 club instead of with this Club. The Player further agrees that, should the Club contemplate the sale, exchange, assignment or transfer of this contract to another Senior League baseball club or clubs, the Club's physician may furnish to the physicians and officials as such other club or clubs request, all relevant medical information relating to the Player.

**Obligations  
Assignor  
and Assignee  
"Club"**

(b) Upon such assignment the assignee Club shall be liable to of the Player for payments accruing only from the date he reports to, and contracts with, the assignee Club, and the assignor Club shall remain liable to the Player for payments accrued at date of the assignment plus (if he so reports) payment for the travel time and transportation normally required to reach the city to which directed to report.

(c) All references in this contract to the "Club" shall be deemed to mean and include any assignee of this contract.

**Termination  
Application  
of Player**

7. (a) If the Club is in arrears to the Player for any payments due him under this contract for more than three (3) days, or if it fails for more than three (3) days to perform any other obligation agreed to be performed by the Club hereunder, the Player shall be entitled to apply to the Commissioner of the SPBA to terminate this contract, and if the Club shall fail to remedy such default as to such payment or other obligation within three days, the Commissioner shall

terminate this contract by a declaration of free agency, but the Club shall remain liable to the Player for all payments due him at the date of such termination.

By Club

(b) The Club may terminate this Contract upon written or telegraphic notice to the Player if the Player shall at any time:

(1) fail, refuse or neglect to conform his personal conduct to standards of good citizenship, good moral character and good sportsmanship, or to keep himself in first-class physical condition, or to obey the Club's requirements respecting his conduct and service; or

(2) fail, in the sole opinion of the Club's management, to exhibit sufficient skill or competitive ability to qualify or continue as a member of the Club's team;

(3) fail, refuse or neglect to render his services hereunder, or in any other manner materially breach this contract; or

(4) suffer any injury which would render the player incapable of performing his duties for the remainder of this Contract. If so terminated by the Club by reason of the Player's disability resulting directly from injury sustained in the course and within the scope of his employment, and if written notice of such injury has been given by the Player, as provided in Regulation 2 (annexed hereto), the Player shall be entitled to the payments and benefits set forth in said Regulation.

(c) Upon any termination of this contract pursuant to this paragraph, all obligations of the Club to pay compensation shall cease on the date of termination, except the obligation of the Club to pay the Player's compensation earned to said date and such compensation as is provided for by subparagraph 2(a) above.

Regulations  
Rules

8. The Player and the Club accept as part of this contract the Regulations annexed hereto, which are incorporated by reference.

9. The Player agrees to observe and comply with all requirements of the Club respecting conduct of its team and its players, at all times whether on or off the playing field. The Club, may, from time to time during the continuance of this contract, establish reasonable rules for the government of its players "at home" and "on the road." Such rules shall be part of this contract as fully as if herein written and shall be binding upon the Player. For any violation of such rules or for any conduct impairing the faithful and thorough discharge of the duties incumbent upon the Player, the Club may impose reasonable fines upon the Player. The Club may deduct any amount thereof from any money due or to become due to the Player during the season in which such violation and/or conduct occurred. The Club may also suspend the Player for violation of any rules so established. Upon such suspension, the compensation payable to the Player under this contract may be reduced or terminated. When the Player is fined or suspended, he shall be given notice in writing, stating the amount of the fine or the duration of the suspension and the reasons therefor.



10. The Club and the Player agree to accept, abide by and comply with all provisions of the Constitution and By-Laws of the SPBA which pertain to player conduct and player-club relations, and with all decisions of the Commissioner, pursuant thereto.

11. The Player acknowledges that pursuant to the Constitution, the Commissioner of the Senior League is empowered to impose fines upon the Player if, in his opinion, the Player is guilty of conduct which is not in the best interests of baseball or the SPBA. The Player promises promptly to pay to the said Senior League each and every fine imposed upon him in accordance with the provisions of this paragraph and not permit any such fine to be paid on his behalf by anyone other than himself. The Player authorizes the Club to deduct from his salary payments any fines imposed on or assessed against him.

12. Notwithstanding any provisions of the Constitution or of the By-Laws of the Senior League, it is agreed that if the Commissioner of the Association shall, in his sole judgment, find that the Player has bet, or has offered or attempted to bet, money or anything of value on the outcome of any game participated in by any club which is a member of the Senior League, the Commissioner shall have the power in his sole discretion to suspend the Player indefinitely or to expel him as a player for any member of the Senior League and the Commissioner's finding and decision shall be final, binding, conclusive and unappealable. The Player hereby releases the Commissioner and waives every claim he may have against the Commissioner and/or the Senior League, and against every member of the Senior League and against every director, officer, stockholder, trustee and partner of every member of the Senior League, for damages and for all claims and demands whatsoever arising out of or in connection with the decision of the Commissioner.

#### Renewal

13. (a) On or before October 1 (or if a Sunday then the next succeeding business day) of the year next following the start of the playing season covered by this contract, the Club may notify the Player of its intention to renew this contract, by tendering him a contract for the term of such year, except that the compensation rate shall be such as the parties may then agree upon. Such tender shall be deemed to have been made if the contract is delivered to the player personally or mailed to him at his last address of record with the Club, or his address following his signature hereto, which shall be deemed such last recorded address unless the Club shall have been notified by the Player, through registered mail, of his new address. In the absence of agreement by the parties, the compensation rate shall be determined as provided in paragraph 14, but pending such determination the Player will accept the compensation rate fixed by the Club or else will not play otherwise than for the Club. This renewal clause may be exercised by the Club only one time. This renewal clause will have effect only if the Player intends to play baseball in the SPBA for the subsequent season and will not preclude the Player from engaging in any other activities.

(b) The Club's right to renew this contract as provided in subparagraph (a) of this paragraph 13 and all covenants, promises and

representations of the Player have been taken into consideration in determining the amount payable under paragraph 2 hereof.

**Disputes**

14. (a) In the case of dispute between the Player and the Club arising under the provisions of this contract, the same shall be referred to the Commissioner of the SPBA as an arbitrator, and the arbitrator's decision shall be accepted by all parties as final, subject to such right of appeal as is set forth in Regulation 8 of this contract.

**Publication**

(b) The Club, the Commissioner, the Executive Committee 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 therewith.

**Legislation**

15. This contract is subject to Federal or State legislation, regulations, executive or other official orders, or other governmental action, now or hereafter in effect, which may directly or indirectly affect the Player, Club or the Senior League, and subject also to the right of the Commissioner, President or the Executive Committee of the SPBA to suspend the operation of this contract during any national, state or local emergency or force majeure.

16. The terms "Commissioner", "President" and "Executive Committee" shall mean the person or persons holding any such office or exercising the powers and duties of any such office, at any time during the term of this contract or any renewal thereof.

17. If Player is to receive or has received any additional payment of any nature or kind whatsoever from the Club in connection with this contract which is not set forth in paragraph 2 of this contract, it must be inserted below, giving the amount and nature of payment, when paid or to be paid, etc.

**Contract  
Contains  
Entire  
Agreement**

18. This contract (including the Regulations and any Exhibits hereto) contains the entire agreement between the parties and sets forth all components of the Player's compensation from the Club or any person or entity affiliated with, related to, or controlled by the Club, or any person or entity owning an interest in the Club, and there are no undisclosed agreements of any kind, express or implied, oral or written, promises, undertakings, representations, commitments, inducements, assurances of intent or understandings of any kind that have not been disclosed to the SPBA (a) involving consideration of any kind to be paid, furnished or made available to the Player, or any person or entity controlled by or related to the Player, by the Club or any person or entity affiliated with, related to, or controlled by the Club, or any person or entity owning an interest in the Club, either during the term of this contract or thereafter, or (b) concerning any future renegotiation, extension or amendment of this contract.

19. The Club and the Player covenant that this contract fully sets forth all understandings and agreements. The parties agree that no understandings or agreements, whether heretofore or hereafter made, shall be valid, recognized, or be of any effect whatsoever, unless and until set forth in a new Uniform Player Contract executed by Player and Club, filed with and approved by the Commissioner of the SPBA and complying with the SPBA Constitution and By-Laws.

Approval  
Required

This contract shall not be valid or effective unless filed with and approved by the Commissioner of the SPBA.

A copy of this contract when executed must be delivered to the Player, in person, or by registered or certified mail.

SEAL

Signed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

\_\_\_\_\_  
(Club) By \_\_\_\_\_  
Authorized Club Official  
Sign Here

This contract must be received at SPBA office within 20 days from date it is signed by Player. Player MUST DATE AND SIGN IN OWN HANDWRITING, giving initials and Street and HOME CITY address.

PLAYER  
DATE  
HERE

Signed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_  
Player date here in OWN handwriting at time of  
signing this contract.

  
PLAYER SIGN HERE

\_\_\_\_\_  
Player's Home Address - Street and No.

Player's Social Security No. 

\_\_\_\_\_  
City and State



## REGULATIONS

1. The Club's playing season for the calendar years covered by this contract shall be as fixed by the SPBA.
2. The Player agrees to give the Club's coach, trainer or physician immediate notice of any injury suffered by him, including the time, place, cause and nature of such injury. The Player when requested by the Club must submit to a complete physical and/or dental examination at the expense of the Club and, if necessary, to medical, surgical or dental treatment at the Player's expense (except as otherwise provided herein). Upon failure of the Player to do so, the Club may take such action as it deems advisable under Regulation 7 hereof. In the event of a disability directly resulting from injury sustained in the course and within the scope of the Player's employment under his contract, and either resulting in the termination of the player contract by the Club or requiring the placement of the Player on the Club's Disabled List, the Club shall reimburse the Player for the reasonable medical and hospital expenses incurred during the term of his contract by reason of the disability which are not provided for by Workmen's Compensation Insurance or the equivalent thereof, for the period of the disability, not exceeding six months, but only upon the express prerequisite condition that the Player must have given written notice to the Club of the place, time, cause and nature of the injury, within 10 days from date of such injury. Failure to give such notice shall not impair the rights of the Player, as herein set forth, if the Club has actual knowledge of such injury. The Club shall have the right to select the medical, surgical or dental service (including hospitals or clinics) to be rendered the Player or to approve such service if selected by the Player. Any Workmen's Compensation checks received by the Player for the period the Club is paying him in full shall be endorsed by him and transmitted to the Club.
3. The Club will furnish the Player with necessary uniforms, exclusive of shoes. At the end of the playing season (including post season series games, if any) or upon assignment of this contract, or unconditional release, the Player must return to the Club such uniforms and any other property of the Club in his possession.
4. The Club will provide and furnish the Player during pre-season training and while "abroad", as defined in paragraph 2 of the contract, with a per diem and lodging as provided in paragraph 2 of the contract and will pay all of his actual and necessary transportation expense while travelling with the Club to and from games. If while "abroad" the Club elects to leave the Player "home", as those terms are defined in paragraph 2 of the contract, it shall be liable to him for such meal expense as it would have paid if he had accompanied the team, provided the Player is on the Club's Active or Disabled List, except that no such payment shall be due the Player if his permanent residence is located in the home city of the Club or if he returns to his permanent residence during the team's absence from the Club's home city.

5. In order to enable the Player to fit himself for his duties, the Club may require him to report for practice and conditioning at such places and times as the Club may designate and to participate in such exhibition games prior to the playing season as the Club may arrange as provided in paragraph 1 of the contract. The Club shall reimburse the actual, necessary traveling expenses (including meals enroute) paid by the Player for reporting from his home city to the Club's training place (including the Club's home city if that is used as the Club's training place) whether ordered to go there directly or otherwise, up to a maximum \$400 provided that the player is on the Club's Active Roster or disabled list at the time of the Club's first game of the championship playing season. The Club may select the transportation to be used and the route to be taken. In the event the Player fails so to report and to participate in such exhibition games, the Club may require the Player to get in playing condition, to the satisfaction of the Club, at his own expense, and may also impose a reasonable fine.
6. In case of assignment of this contract the Player agrees to report promptly to the assignee Club within the number of days travel reasonably required by the use of the transportation authorized or furnished by the Club.
7. For violation by the Player of any rule or regulation, the Club may impose a reasonable fine and deduct the amount thereof from the Player's compensation, or may suspend the Player without compensation, or both, at the discretion of the Club, but if suspension exceeds ten days the Player may appeal to the Commissioner of the SPBA.
8. Any claim which the Player may wish to present must be filed, in itemized or detailed form, with the Commissioner's Office within 60 days of the maturity of the claim. In cases involving \$300.00 or more, or free agency, the Club or Player may appeal from the Commissioner's decision to the Executive Committee of the SPBA Board of Governors, whose decision shall be final. To perfect such appeal, or appeals, written notice thereof must be given to the Commissioner's office within 30 days from date of the decision from which appeal is taken.
9. The Player agrees to use the means of transportation provided by the Club in transporting its players from one place to another during its season, provided, however, that if the Player shall refuse to use the means of transportation provided by the Club, but shall use another means, with the result the Player will not be available to play in the next game or games in which his Club is scheduled to play, then there shall be deducted from his next pay a proportionate amount of his stipulated compensation determined by the number of days of service missed by reason of his use of transportation slower than that provided by the Club, and he shall be entitled to reimbursement for his actual traveling expense in an amount equal to the cost by means provided by the Club or his actual cost of transportation, whichever shall be the lesser.
10. The following shall apply if the Player signed this contract as a free agent: Within 10 days following the execution of this contract by the Player, the Club may require the Player to undergo a physical examination

by a physician of the Club's choice and at the Club's expense. If such examination reveals the presence of any physical defect, congenital or otherwise, which in the judgment of the physician would or might substantially impair the Player's ability to play professional baseball, the Club may terminate the contract forthwith without payment to the Player of any bonus provided for herein.

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