



# NORTH AMERICAN BASEBALL LEAGUE

6111 Bolinger Canyon Road - Ste. 580 San Ramon, CA 94583 (925) 302-7374

## North American League Uniform Player Contract 2011

### Parties

THIS UNIFORM PLAYER CONTRACT ("Contract") is made between \_\_\_\_\_,

a team in the North American League (the "League") having a place of business at \_\_\_\_\_

(the "Club), and \_\_\_\_\_, ("Player"), for the purposes, among others, of setting forth the terms and conditions under which the Player may play baseball for the Club or any other baseball organization in the League during the term set forth.

Therefore, in consideration of the promises of the parties and other matters set forth hereafter, and other good and lawful consideration received, the sufficiency and adequacy of which each party hereby acknowledges, the parties agree as follows:

### 1. Employment

The Club hereby employs Player to render, and Player hereby agrees to render, skilled services as a professional baseball player for all games of the Club in the League during the 2011 season from and after the date of this Contract, including Exhibition Games, Regular Season Games, and any Championship, Playoff Series, or All-Star Games. Unless this Contract is terminated pursuant to the provisions of Sections 12 or 13, the term of such employment shall extend until Player has performed all such services for the Club in all the foregoing games in which the Club may participate, during such season and the next succeeding season if the Club exercises its option under Section 3. Player shall not be deemed to have performed his services under this Contract if Player withholds his services for any of the foregoing games.

### 2. Payment

(a) For the services and other obligations of the Player under the terms of this Contract, Club will pay Player at a rate of \$ \_\_\_\_\_ US gross during each month of the League's Regular Season and any Championship or Playoff Series Games. Such payment shall be paid bi-monthly on the 15<sup>th</sup> and the end of each month. Pay will begin effective the first day of the regular season and continue through the last game played, including playoffs. Players will not receive pay during spring training tryouts as the payment portion of this agreement begins on the first day of the regular season. Pay may be either by check or cash and the official pay day may be up to 10 day after the pay period ends due to payroll processing.

In the event that all or any part of the League's playing season for Regular Season games is suspended or canceled for any reason, the Club's obligations to make payment will cease, effective as of the date of such suspension or cancellation. In addition, Player shall not be entitled to any payment during the period such Player is on the Suspended List of the Club, any period during which the Player fails or refuses to play games for the Club, or any time after this Contract is terminated pursuant to the provisions of Sections 12 or 13.

(b) Supplemental bonus payment may also be received for season achievements such as Playoff Bonus, League MVP, Pitcher of the Year, and other awards determined by the NAL League Office or by the Club. An award bonus structure with details will be communicated by the League or Club to all players no later than 30 days after the start of the Regular Season.

(c) Player will receive standard per diem meal money while traveling that will be provided effective the first travel day of the regular season at the rate of \$18 US per overnight away from the home location.

(d) Player will be responsible for their own travel to reporting location to begin the season and for their travel home at the end of the season.

(e) Notwithstanding any other provisions in this Contract, the Club shall be under no obligation to pay Player any monetary or other compensation other than that set forth in this Section 2.

### 3. Term of Contract

This Agreement shall commence on upon signing and shall, unless otherwise terminated in whole or in part pursuant to the provisions of Sections 12 or 13, remain in effect until November 15, 2011, unless the term is extended by a one-year renewal of the term of this Contract by the Club. The Club shall have the option to extend the term of this Contract for a one-year period until September 30, 2012, by giving written notice of the exercise of such option to Player on or before November 15, 2011. Upon giving of such notice, the term of this Contract shall automatically be extended for one (1) additional year and all terms and provisions of this Contract shall remain in effect. During the one-year extended term, the compensation to be paid Player shall be pursuant to the provisions of and at a rate equal to the rate set forth in Section 2(a) of this Contract, unless the parties expressly agree otherwise in writing as to the rate of such compensation. Notification of the Option Year extension to player made by made by mail, email, or by the official posting on the Transactions site on the North American League website – it does not require player signature.

### 4. Player Representations

As an inducement for the Club to enter into this Contract, Player represents to the Club that: (a) at the time Player signs this Contract, Player is not under contract or contractual obligation to any other baseball team or baseball league to perform services as a player, is under no contractual or other restrictions which would prohibit him from entering into and carrying out all his obligations under this Contract, and that he is capable of and will perform with all his skills the services states and such other duties as may be required of him under this Contract; (b) Player has no physical or mental defects known to him which would prevent or impair the performance of his services as a skilled baseball player and has never sustained any physical or mental disabilities or defects which would be exacerbated or otherwise worsened by playing baseball for the Club; (c) Player does not directly or indirectly own any stock or have any other financial interest



# NORTH AMERICAN BASEBALL LEAGUE

6111 Bolinger Canyon Road - Ste. 580 San Ramon, CA 94583 (925) 302-7374

in the ownership or earnings of the Club, the League, or any other club in the League and that he will not during the term of this Contract obtain, acquire or hold any such stock or any interest; (d) Player has unique skill and ability as a baseball player, so that Player's services for the Club will be of a special and extraordinary character whose peculiar value cannot be reasonably or adequately compensated for in damages of law, and any breach of this Contract by Player will cause the Club very great and irreparable injury and damage entitling the Club to injunctive and other equitable relief to prevent any such breach or enjoin Player from playing for any other professional baseball club or league during the term of this Contract; (e) Player is not a party to, and during the term of this Contract will not enter into, any agreement or contractual obligation which conflicts with any of Player's obligations under this Contract; (f) Player's name as set forth in this Contract and his signature to this Contract is his proper and legal name and is not a fictitious or assumed name; and (g) Player is of full age and competent to execute this Contract on his behalf.

## 5. Loyalty

Player agrees to serve the Club diligently and faithfully, to keep himself in first-class condition, to observe and comply with all Rules and Regulations of the League and the Club and to conform to the highest standards of personal conduct and good sportsmanship at all times, and to not do anything which is detrimental to the best interest of the Club or the League. Player also covenants to assure that all the Player Representations in Section 4 shall continue in effect at all times during the term of this Contract. In addition, Player agrees to cooperate with the Club and the League in any and all promotional activities of the Club or the League which, in the reasonable opinion of the Club or the League, will promote the welfare of the Club or the League, including, without limitation, making himself available for interviews by representatives of the media at reasonable times, and allowing telecasts and still or motion pictures to be taken of him at such times and places as the Club may designate, and allowing summaries of his life and career to be prepared by the Club or League. All such pictures, telecasts, interviews and summaries shall be owned by the League and may be directly or indirectly reproduced, disseminated, and distributed by the Club or League without further compensation to the Player in perpetuity. All monies or other compensation arising therefrom shall be payable to the League. If Player desires to sponsor commercial products or services by directly or indirectly representing his status as a member of the League, wearing or utilizing any trademarks, or service marks ("logos") of the Club or League, Player shall first obtain written consent of the Club and League, which consent shall not be unreasonably withheld, except for the reasonable interests of the Club or League.

## 6. Contract Buyout

In the event where Player desires to play professional baseball for an organization that refuses to recognize this contract and provide standard compensation to the Club, Player has the option to buyout his contract by repaying all funds received from Club for the calendar year (including travel, per diem, salary, bonuses) or \$1500 US whichever is greater. Club must agree to such buyout at its sole discretion. Player will then be granted his unconditional release from all terms of this contract.

## 7. Disability of Player

If the Club places a Player on the Inactive List at any time subsequent to the commencement of Regular Season Games and prior to the completion of the final Championship Season Game in which such Player would otherwise be eligible to participate, the Club shall have the option to either continue to pay such Player at the rate set forth in Section 2 of this Contract during such times as Player is on such Inactive List or to not pay such Player. If Player is not paid, then can request their release and Club must either release the player or pay Player for entire time on the Inactive List. If Player is placed on the Inactive List at any other time, Player shall not be entitled to receive any form of compensation or other benefit from the Club, except as provided in the next paragraph.

Nothing contained in this Contract will deny or diminish a Player's right to receive Worker's Compensation Benefits or any surgical, medical, or hospitalization insurance payments provided by any third party. If Player is receiving any compensation from the Club or any surgical, medical, or hospitalization insurance payments for surgery, hospital care, or other medical treatment otherwise paid for by the Club, Player shall immediately turn over and remit all such Worker's Compensation payment and surgical, medical, or hospitalization payments provided by any third party to the Club and execute such assignments of rights to such payments as the Club may request. If Player fails or refuses to pay any such payments to the Club or execute any such assignments, the Club may deduct such monies from any compensation due Player. The following conditions are expressly established as conditions precedent to the Club's obligations to pay any compensation or payments on account of medical treatment or hospitalization to which Player is entitled, if any, from the Club:

(a) Player's disability must have been a direct and proximate result of any injury sustained in the course of and within the scope of Player's employment under this Contract;

(b) Player must give the Club written notice of the time, place, cause, and nature of Player's injury within three (3) days from the date of receiving such injury or disability, or prior to termination of this Contract as provided in Sections 11 or 12, which failure shall not impair Player's rights set forth herein if the Club has actual knowledge of such injury;

(c) Such injury or other disability must not have been incurred intentionally or a result of gross negligence by the Player or have been sustained prior to employment with Club such as undisclosed pre-existing injuries or surgeries; and

(d) If requested by the Club, Player must provide the Club with written medical proof of Player's disability and submit to such physical examinations by medical personnel designated by the Club, as the Club may desire.

Player shall not be entitled to suit up or participate in any game during any time Player is on the Inactive List.

## 8. Other Lists

Player recognizes and acknowledges that the Club or League may from time to time place Player's name on not only the Inactive List referenced in the preceding paragraph, but also on a Suspended List or such other lists as the Club or League may hereafter designate. Player shall at no time be entitled to receive compensation at the monthly rate set forth in Section 2 or any other compensation whatsoever at any time while Player is on any such list except the Inactive List as described above.



# NORTH AMERICAN BASEBALL LEAGUE

6111 Bolinger Canyon Road - Ste. 580 San Ramon, CA 94583 (925) 302-7374

## 9. Physical Examination

Whenever requested by the Club, Player shall submit to such physical, psychiatric, psychological and/or dental examination as the Club may desire at the expense of the Club. In addition, Player shall, at Player's expense to the extent Player has health insurance to pay therefore and at the Club's expense otherwise, undergo such medical, surgical, psychiatric, or dental treatment as the Club may designate. Upon failure or refusal of Player to do so, Player shall be deemed to be in violation of this Contract. Any examinations necessary to assess Player's physical or mental condition to player for Club prior to the start of the regular season are at the expense of Player except for a routine physical exam provided by Club.

## 10. Playing for Others

So long as Player has not terminated this Contract and the term of this Contract (as may be extended by the Club pursuant to the Option in Section 3) has not expired, Player, for the purpose of avoiding injuries which might impair or destroy Player's ability and skills as a professional baseball Player, Player agrees so long as this Contract is in effect that he shall not engage in automobile or motor cycling racing, hang gliding, fencing, parachuting, sky diving, boxing, wrestling, karate, judo, football, basketball, skiing, hockey, or any other sport or activity involving a substantial risk of personal injury.

The parties acknowledge that Player's playing baseball and providing other services to the Club are unique and irreplaceable, and that Players failing to play baseball for or provide services to the Club as called for under this Contract or playing baseball for any entity other than the Club will cause the Club serious and irreparable harm and damage. As a result, Player acknowledges and agrees that in the event Player violates any of the provisions of this Section, the Club, may at its option and in addition to any other remedies which it may have in law or in equity, obtain an injunction or other extraordinary equitable relief prohibiting and restraining Player from playing baseball with any other entity than the Club and otherwise violating or continuing to violate any of the provisions of this Section of the Contract. Player hereby irrevocably submits to the personal and subject matter jurisdiction of the Courts of the State of California and any other state in the United States of America for the institution of proceedings, the entry of such injunction or other extraordinary equitable relief, and the enforcement of such injunction or other extraordinary equitable relief. The parties also acknowledge that if Player should leave his position with the club to play elsewhere such as with the Mexican League, he will be suspended for a minimum of one season. He can only return upon requesting reinstatement with the League Commissioner.

## 11. Assignments

Player expressly understands and agrees that the Club may without Player's consent freely assign or transfer this Contract to any other Club in this League or to any other baseball team in any Major Leagues (the National League of Professional Baseball Clubs and the American League of Professional Baseball Clubs) or any minor leagues (whether such organizations are affiliated with Major League teams or not) and any teams in any league in foreign countries at any time and upon such terms as the Club deems acceptable. Upon any such assignment the assignee baseball organization shall be liable to Player for all payments and other benefits accruing from the date Player reports to such assignee baseball organization (or to which he is directed to perform services by such assignee baseball organization) and this Club or the other assignor baseball organization shall remain liable to Player only for all payments accrued as of the date of such assignment.

If this Contract is so assigned, Player shall report to the baseball organization to which this Contract is assigned or to which he is directed to perform by the assignee baseball organization as soon mode of transportation authorized or furnished to Player permits. If Player fails or refuses to report as soon as such mode of transportation permits, Player shall not be entitled to any payment for the period from the date from which he received notice of such assignment to the date on which Player reports to the assignee baseball organization or the baseball organization to which he is directed to perform services.

Player also specifically understands and agrees that the Club's right to assign or transfer this Contract includes signing or transferring this Contract to any baseball team or other organization in any other professional baseball league whatsoever, regardless of whether such other league plays regular season games at about the same time as this League or plays regular season and other games at any other time or season or location. Upon any such assignment, Player agrees he will execute the standard form agreement then in effect in the league with which such baseball organization is associated.

Player also understands that in the case of insolvency of Club, or any other reason that causes Club to have its Operating Rights terminated, than this Contract will be transferred to the League and all obligations of Player shall remain intact as long as League continues payment of Player during the regular season or notifies player of assignment in the off-season. This also covers situations where Club may choose to leave League which would still obligate Player to League and not to Club.

## 12. Termination by Player

If the Club is in arrears in any payments due and owing Player under this Contract for more than (14) fourteen business days or if it fails for more than fourteen (14) business days to perform any of its other obligations under the terms of this Contract after receiving written notice of such default from Player, Player shall be entitled to apply to the Commissioner of the League to terminate this Contract. If the Club shall fail to remedy any such default within seven (7) business days of such application, the Commissioner shall terminate this Contract by a declaration of free agency. No such termination shall terminate or satisfy the obligations of the Club to Player for any payments due up to the date of such termination.

## 13. Termination by Club

The Club may terminate this Contract by giving written notice to Player at any time if Player shall:

- (a) Fail, neglect or refuse to conform Player's personal conduct to high standards of good citizenship and good sportsmanship, or good moral character;
- (b) Fail, refuse or neglect to keep himself in first-class physical condition;



# NORTH AMERICAN BASEBALL LEAGUE

6111 Bolinger Canyon Road - Ste. 580 San Ramon, CA 94583 (925) 302-7374

(c) Fail, refuse or neglect to obey or comply with any of the Club's requirements pertaining to Player's conduct and services;

(d) Fail to exhibit sufficient skills or competitive ability in the sole judgment and discretion of the Club so as to qualify or to continue as a professional baseball player and a member of the Club's team in the League;

(e) Fail, refuse or neglect to render services pursuant to the terms of this Contract, or in any other manner to materially breach or violate the provisions of this Contract; or

(f) Become disabled or otherwise physically or mentally unfit or unable to perform his services for the Club with the same degree of ability which he previously exhibited.

## 14. Other Requirements

The parties acknowledge that this Contract and their respective rights and obligations under this Contract are subject to and may be supplemented by provisions in the League By-laws of the League Rules and Regulations and the rules and regulations which this Club may adopt. In the event of any conflict between any of the foregoing documents and this Contract, the provisions of the League By-Laws shall govern. If Player breaches or fails to comply with any other provisions of the foregoing documents, Player shall be deemed to have breached and violated the Contract.

## 15. Disputes

(a) If Player breaches or violates any of the provisions of this Contract or any of the By-Laws or Rules and Regulations of the League or any Rules and Regulations of this Club, the Club may impose a reasonable fine upon Player and deduct the amount thereof from Player's compensation, may suspend Player without compensation for such period as the Club deems appropriate, or both. Upon suspension of Player, the Club shall place the Player's name on a Suspended List prescribed by the League.

(b) In the event of any dispute between Player and the Club under the provisions of this Contract and any of the foregoing documents incorporated in this Contract by reference, the decision of the Club regarding such disputed claim shall be subject solely to Player's right of appeal of such decision to the Commissioner of the League. Player shall submit such appeal in writing to the Commissioner, and furnish a copy to the Club, within seven (7) days of the date such dispute of claim arose. All proceedings before the Commissioner shall be deemed to be arbitration proceedings under the provisions of any applicable laws pertaining to the arbitration awards by Court Judgment. The determination by the Commissioner of any such appeal shall be deemed to be award of an arbitrator. Each party agrees that the Commissioner may make known to the public all matters pertaining to any such appeal, including underlying facts, procedures followed, and determinations made.

(c) In addition, the Commissioner may, on his own or in response to complaints or charges filed by any third party, impose a reasonable fine upon Player and arrange for deduction thereof from Player's compensation or otherwise, suspend Player without compensation for such period as the Commissioner deems appropriate, or both, upon finding that Player has breached or violated any provisions of this Contract or any of the By-Laws or the Rules and Regulations of the League or any Rules and Regulations of the Club. All proceedings before the Commissioner shall be deemed to be arbitration proceedings under the provisions of any applicable laws pertaining to the arbitration of disputes, the stay of litigation pending such arbitration, and the enforcement of any arbitration awards by Court Judgment. The determination by the Commissioner of any such appeal shall be deemed to be the award of an arbitrator. Player agrees that the Commissioner may make known to the public all matters pertaining to any such appeal, including underlying facts, procedures followed, and determination made.

## 16. Testing

Player agrees to submit to drug testing, steroid testing, or both, upon request by the Club or the League, by immediately providing to designated individuals urine and/or blood samples for the purpose of such testing. Player specifically agrees that failure to submit to any such testing in the manner and timing required by the Club or League is grounds for immediate termination of this Contract pursuant to Section 13.

## 17. Player's Name on Endorsements

Player irrevocably grants and assigns to the League or the Club during the right to use his name, likeness (including still photographs and motion pictures and video or other electronic recordings), or both, in connection with the advertisement, promotion or sale of any products designated by the League or the Club, including, without limitation, the advertisement and promotion of official League or Club sponsors and official League or the Club suppliers in perpetuity. All revenues received by the League or the Club for any of the foregoing shall belong to and be the property of the League or the Club, and Player shall have no claim to any portion thereof. In addition, Player specifically acknowledges that Player has no right, title or interest in or to, and no right to receive remedy from, any name, trademarks or service marks, logos, or other descriptions of the League, the Club, any other team within the League, or any products or services of the League, the Club, or any other teams in the League. However, so long as Player does not endorse any product or entity in competition with the League, the Club, or any sponsors of the League or Club, Player retains the right to make such personal appearances and commercial endorsements as Player chooses upon obtaining the prior written approval of the League or the Club. Players acknowledge that the League may refuse to grant such approval if, in the sole discretion of the League or the Club, such personal appearances or endorsements would be detrimental to the League, the Club or professional baseball.

## 18. Uniform & Equipment

The Club will select and furnish Player with all baseball uniforms (excluding shoes and gloves, which the Club may furnish if it so desires) and all other items to be worn or displayed by Player while playing or participating in any Exhibition Games, Regular Season Games, All-Star Games, Championship Series Games, or other functions sponsored by the Club or the League, and Player shall wear only such uniforms and other items designated by the Club. Player shall immediately return to the Club all such uniforms and other items furnished by the Club upon the termination of the Regular Season or the Championship Series Games, if the Club is playing in such Championship Series Games, or any prior termination of the Contract. During all such games, and any other time when Player is wearing such uniform, Player shall not wear, use or display any personal clothing or other items which can be perceived by anyone as being other than the Club uniform and other items furnished by the Club. All equipment issued to player with the exception of



# NORTH AMERICAN BASEBALL LEAGUE

6111 Bolinger Canyon Road - Ste. 580 San Ramon, CA 94583 (925) 302-7374

bats must be returned on the departure day of the season, the replacement value of any equipment not returned will be deducted from Player's final paycheck.

### 19. Definitions

For purposes of this Contract, the Regular Season means that period of the year during which the League games among teams in the League have been scheduled by the League prior to the commencement of such season in order to determine the teams, which will participate in the Championship and Playoff Series.

### 20. Commissioner

This Contract shall not be binding upon the parties and shall create no rights or obligations on behalf of either party until such time as the Commissioner of the League shall approve this Contract and so notify the Club. No amendment or other modification or alteration of the contract shall be effective or binding upon the parties until such amendment or other modification has been reduced to writing and approved in writing by the Commissioner of the League.

### 21. Other Provisions

(a) This Contract sets forth all the terms and provisions of all agreements between the parties to it. Each party agrees that there are no understandings or agreements other than those set forth in this Contract and that any understandings or agreements not set forth in this Contract shall not be valid or of any effect whatsoever until and unless they have been reduced to writing, signed by both parties, and filed and approved with the Commissioner of the League.

(b) Any notices required to be given under the terms of this Contract shall be in writing and shall be given to the other party by personal delivery or by sending such notice to the other party by certified mail, return receipt requested, at the address set forth for such party in the Contract.

(c) This Contract shall be construed under and governed by the laws of the State where the Club is located.

(d) The League, while under no obligations to the Club or the Player by reason of the execution of or its approval of this Contract, is a beneficiary of all of the provisions of this Contract relating to the League and has standing to enforce such provisions and receives the contract rights for Player if Club is unable to pay player or becomes insolvent or inactive or is no longer a member of the League for any reason.

Intending to be bound by all the terms of this Contract as soon as this Contract has been approved in writing by the Commissioner of the League, the parties have signed this Contract, or otherwise cause their authorized officials to execute this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AS TO PLAYER: Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

Signature of Player \_\_\_\_\_ Player Print Name \_\_\_\_\_

Player Home Phone \_\_\_\_\_ Social Security #: \_\_\_\_\_ email address: \_\_\_\_\_

Address \_\_\_\_\_  
Home Address \_\_\_\_\_ City, State and Zip \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Last Pro Team/Year \_\_\_\_\_ College \_\_\_\_\_

Primary Position: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Bats: \_\_\_\_\_ Throws: \_\_\_\_\_

Club \_\_\_\_\_  
Authorized Club or League Official Sign Here \_\_\_\_\_ Title \_\_\_\_\_

Club \_\_\_\_\_ Date \_\_\_\_\_  
Official Name of Club \_\_\_\_\_

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
North American League Commissioner