

Minor League Uniform Player Contract. 1

MINOR LEAGUE UNIFORM PLAYER CONTRACT

I. Parties.

The parties to this Minor League Uniform Player Contract are these identified in paragraphs 1 and 2 of Addendum A.

II. Definitions.

A. As used in this Minor League Uniform Player Contract, the term "Player" shall refer to the individual identified in paragraph 1 of Addendum A.

B. The term "Major League" shall refer to the American League of Professional Baseball Clubs, the National League of Professional Baseball Clubs, and any other professional baseball league that is granted Major League Status pursuant to the Major League Agreement (MLA).

C. The Term "Major League Club" shall refer to a professional baseball club that is a member in good standing of a Major League.

D. The term "Major League Player" shall refer to a professional baseball player who is on the Active List, Disabled List, or other Inactive List of a Major League Club.

E. The term "Minor League" shall refer to any domestic or foreign professional baseball league that, either directly or through membership in an association or other entity, is party to an agreement with the Major League and that recognizes the authority of the Commissioner.

F. The term "Minor League Club" shall refer to any professional baseball club that is a member in good standing of a Minor League.

G. The term "Minor League Player" shall refer to any professional baseball player who is on a Minor League Club under control list and/or Minor League Reserve List of a Minor League Club and/or any professional baseball player who is on the Active List, Disabled List, or other Inactive List of a Minor League Club.

H. The Term "Commissioner" shall refer to the individual who holds the office of Commissioner of Baseball pursuant to Article 1 of the MLA or his designee.

I. The term "Club" shall refer to the professional baseball club identified in paragraph 2 of Addendum A, and any other Major League Club or Minor League Club to which this Minor League Uniform Player Contract may be assigned, loaned, leased, or otherwise transferred. The term "Club" also shall refer to any Major League Club or Minor League Club for which Player is directed to perform.

J. The terms "Minor League Reserve List" and "Minor League Under Control List" shall refer to the lists filed pursuant to the Major League Rules of all Minor League Uniform Player Contracts to which that Club holds title.

K. The terms "Major League Reserve List" and "Major League Under Control List" shall refer to the lists filed pursuant to the Major League Rules of all Major League Uniform Player Contracts that Club holds title to and that Club has placed on the Major League roster.

L. The term "championship playing season" shall refer to the full schedule of regular-season games that has been approved for the Club.

M. The term "Minor League Association" shall refer to any association of Minor League Clubs and/or Minor Leagues that is party to an agreement with the Major Leagues and that recognizes the authority of the Commissioner.

III. Recital.

The Major Leagues have jointly subscribed to the Major League Agreement (MLA) and the Major League Rules (MLR). The parties agree that they and this Minor League Uniform Player Contract are therefore subject to and governed by the MLA and MLR, which are fully incorporated in this Minor League Uniform Players Contract as if set forth herein verbatim. The Major Leagues are currently party to the Professional Baseball Agreement (PBA) with the National Association of Professional Baseball Leagues (National Association). To the extent that this Minor League Uniform Player Contract is assigned, loaned, leased, or otherwise transferred to a Minor League Club which is a member of a National Association League (or Player is directed by the Club to perform for, or report to, such Minor League Club), the parties acknowledge (A) that they and this Minor League Uniform Player Contract are bound by, subject to and governed by the then-existing PBA and any subsequent amendments to that document, and (B) that the then-existing PBA (and any subsequent amendments to that document) are fully incorporated in this Minor League Uniform Player Contract as if set forth herein verbatim.

To the extent that this Minor League Uniform Player Contract is assigned, loaned, leased, or otherwise transferred to a Minor League Club which is not a member of a National Association League or the Player is directed by the Club to perform for, or report to, such Minor League Club), the parties acknowledge (A) that they and this Minor League Uniform Player Contract are bound by, subject to and governed by any agreement(s) and any subsequent amendments to any present or future agreements then in effect between the Major Leagues and the Minor Leagues and the Minor League or Minor League Association of which the Minor League Club is a member, and (B) that any such agreements (and any subsequent amendments to any such agreements) are fully incorporated in this Minor League Uniform Player Contract as if set forth herein verbatim.

IV. Scope.

Subject to the provisions of the Basic Agreement applicable to Major League Players performing for Minor League Clubs and/or in Minor Leagues, this Minor League Uniform Player Contract shall set the terms and conditions of Player's employment during the periods in which Player is employed by Club as a Minor League Player. The Basic Agreement and the Major League Uniform Player Contract shall exclusively govern the terms and conditions of Player's employment during all periods in which he is performing services for Club as a Minor League Player. This Minor League Uniform Player Contract therefore shall have an application during any period in which Player is on Club's Major League Active, Disabled, or other Inactive List.

V. Agreement.

In consideration of the foregoing Recital and Scope provisions, for the mutual representations, promises covenants, and agreements contained herein (including in Addenda A, B, and C) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, promise, covenant, and agree as follows.

VI. Duration and Conditions of Employment.

A. Unless a different term of this Minor League Uniform Player Contract is set forth in Addendum A, Club hereby employs Player to render, and Player agrees to render, skilled services as a Minor League Player in seven (7) separate championship playing seasons commencing with beginning of the championship playing season date of this Minor

League Uniform Player Contract, as specified in paragraph 4 of Addendum A, whichever date is later. Unless the Minor League Uniform Player Contract is terminated pursuant to Paragraph XIX, the term of employment shall extend until Player has performed services for Club as a Minor League Player in the requisite total of separate championship playing seasons. For purposes of determining whether Player has performed in the requisite total of separate championship playing seasons, Player shall not be deemed to have performed services as a Minor League Player during any championship playing season in which he is on either the Major League Active List, the Major League Disabled List, or other Major League Inactive List (or combination of the foregoing) for the entire season. Player also shall not be deemed to have performed services as a Minor League Player in any championship playing season in which he is on the Restricted List, Disqualified List, Suspended List, Ineligible List, Voluntary Retired List, or Military List (or combinations of the foregoing) for the entire season. Player also shall not be deemed to have performed services as a Minor League Player in any championship season in which he withholds his services for any portion of the championship playing season or playoff games at the conclusion of that championship playing season. For purposes of determining whether Player has performed services in the requisite total of separate championship playing seasons, service in winter league play shall be excluded.

B. This Minor League Uniform Player Contract obligates Player to perform professional services on a calendar year basis, regardless of the fact that payments are to be made only during the actual championship playing season. The salary paid is in part based on considerations in addition to the actual performance of services during the championship playing season. Player therefore understands and agrees that his duties and obligations under this Minor League Uniform Player Contract continue in full force and effect throughout the calendar year, including Club's championship playing season, Club's training season, Club's exhibition games, Club's instructional, post-season training or winter league games, any official play-off series, any other official post-season series in which Club shall be required to participate, any other game or games in receipts or which Player may be entitled to a share of the calendar year of the last championship playing season covered by this Minor League Uniform Player Contract.

C. Player and Club also agree to comply with all decisions of the Commissioner pursuant to the provisions of the MLA and MLR and, to the extent applicable, the PBA or other agreement in effect between the Major Leagues and one or more Minor Leagues or Minor League Associations.

D. Player's physical condition is important to the safety and welfare of Player and to the success of Club. Thus, to enable Player to fix himself properly for his duties under this Minor League Uniform Player Contract, Club may require Player to maintain his playing condition and weight during the off-season and to report for practice and conditioning at such times and places as Club may determine and may require Player to participate in such exhibition games prior to the championship playing season as Club may arrange. Club shall reimburse Player for expenses incurred in traveling from Player's home city to Club's training place and Club shall have the right to select the mode and class of transportation to be used and the route to be taken by the Player. In the event Player fails to report for practice and conditioning as required, or fails to participate in exhibition games, Club may impose a reasonable fine upon Player in accordance with Paragraph XX and also require Player to fix himself for his duties to the satisfaction of Club at Player's own expense.

VII. Payment.

A. For the performance of all of the skilled services by Player and for Player's other promises herein contained. Club will pay Player at the monthly rate set out in Addendum C-1 during the first championship playing season covered by this Minor League Uniform Player Contract. The Player and Club shall attempt annually to negotiate an applicable monthly salary rate for the next subsequent championship playing season covered by this Minor League Uniform Player Contract. Such negotiations shall be in accordance with the applicable provisions of the MLA and, if applicable, the PBA or other agreement in effect between the Major League and one or more Minor League or Minor League Associations. If the Player and Club reach agreement, the agreed-upon monthly salary rate shall be set out in a new Addendum C, and Player agrees to execute same. If the Player and Club do not reach agreement, then the Player's monthly salary rate for the next championship playing season shall be set by the Club, but shall not be less than eighty percent (80%) of the monthly salary rate set out in the most recently executed Addendum C. If the Player's monthly salary rate is set by the Club, that monthly salary rate shall be set out in a new Addendum C, and Player agrees to execute same. Any monthly salary rate set out in any Addendum C shall conform to any applicable minimum salary requirements contained in the MLR. If Player is a foreign national with a nonimmigrant visa, monthly salary rates set

out in any Addendum C for this Minor League Uniform Player Contract shall be numbered consecutively for example, Addendum C-1, Addendum C-2, et cetera.

B. The monthly payments under this Minor League Uniform Player Contract will be made in two (2) semi-monthly installments on the 15th day of the month after the beginning of Club's championship playing season. The obligation to make such payments to Player shall start with the beginning of Club's championship playing season or such later date as Player reports for championship season play. The obligation to make such payments shall end with the termination of this Minor League Uniform Player Contract, whichever shall occur first. Player shall not be entitled to any payment under this Minor League Uniform Player Contract for any period that he is on a Major League Active, Disabled or other Inactive List. If Player is in the service of Club for part of Club's championship playing season only, he shall receive such proportion of the rate set forth above as the number of days of his actual employment in any month compares to the number of days in said month.

VIII. Disability of Player.

A. If Player is disabled during Club's training season and if this Major League Uniform Player Contract is terminated during Club's training season as a result of that disability, or if this Minor Uniform Player Contract is later terminated during the first fourteen days of Club's championship playing season while Player is so disabled, Player shall be paid by Club at the rate of compensation set out in the most recently executed Addendum C until the conclusion of Club's championship playing season, or until an earlier date on which Club may give Player an unconditional release.

B. If Player is disabled during Club's championship playing season, that disability shall not impair Player's rights to receive the compensation set forth in subparagraph (A) of Paragraph VII for a period of fourteen days from the date of such disability if that disability continues for all of such period. It is specifically provided, however, that said fourteen days' period shall not be considered for purposes of determining whether any additional payments may be due Player under any Special Covenants to this Minor League Uniform Player Contract. However, if Player is not released during or at the end of the fourteen days' period, Club shall continue to be obligated to Player for compensation under the terms of subparagraph (A) of Paragraph VII to the conclusion of Club's championship playing season, or to such earlier date on which Club may give Player an unconditional release.

C. Club also shall pay all of Player's necessary and reasonable hospital and medical expenses incurred during the term of this Minor League Uniform Player Contract by reason of said disability, which expenses are not paid by workmen's compensation insurance or other surgical, medical or hospitalization insurance policy, for the number of days in the period of disability or 130 days, whichever is less. Club, however, shall always have the right to select the physician or dentist to perform professional services to be rendered to Player as well as the place of delivery of said services, including hospital, offices or clinic, or to approve the person rendering such services or the place where such services are to be performed if selected by Player.

D. The following conditions are expressly established as conditions precedent to Club's obligation to pay any of the salary provided for in subparagraphs A and B or this Paragraph VIII, or to pay any of the medical or hospital expenses provided for in subparagraph C of this Paragraph VIII;

1. Player's disability must have been a direct and proximate result of an injury sustained in the course and within the scope of Player's employment under this Minor League Uniform Player Contract; and
2. Player must give Club written notice of the place, time, cause and nature of Player's injuries within five (5) days from the date of receiving such injuries or prior to the termination of this Minor League Uniform Player Contract, whichever is earlier. The failure of Player to give such notice shall not impair the rights of Player, as set forth herein, if Club has actual knowledge of such injury to Player; and
3. Player, if requested by Club, must provide Club with written medical proof of Player's disability.

E. Any workmen's compensation payments, or any surgical, medical or hospitalization insurance payments received by Player for the period for which Club is paying Player, as specified in this Paragraph VIII, shall be immediately paid by Player to Club. If Player fails or refuses to pay these monies to Club, Club shall deduct the same from any compensation due Player.

IX. Allowance.

Club will provide Player during Club's training season and while Club is "abroad" with lodging (if player is required to remain "abroad" overnight) and the meal allowance required by the MLR. If while "abroad" Club elects to require Player to remain "home" and he is on Club's Active or Disabled List, Club shall pay Player the meal allowance required by the MLR. No such meal allowance shall be due Player, however, if his permanent residence is located in the home city of Club or if Player returns to his permanent residence while Club is abroad. The terms "home" and "abroad" mean, respectively, at and away from the city in which Club has its home baseball park.

X. Transportation.

Club will provide Player with the mode and class of transportation of its choice from "home" to "abroad" games. Player agrees to use the mode of transportation furnished by Club to all of its choice from "home" to "abroad" games. Player agrees to use the mode of transportation furnished by Club to all "abroad" games at all times. Club will provide Player return transportation to his home city at the conclusion of the championship playing season or playoffs, or, if unconditionally released, prior thereto. Mode and class of transportation shall be at the Club's discretion.

XI. Uniform.

Club will select and furnish Player with necessary baseball uniforms, excluding shoes, but including all numerals, emblems, logos or devices to be worn on the uniform or affixed thereto. Additionally, Club may, if it wishes to do so, provide shoes or other personal equipment items or apparel, such as batting gloves or fielding gloves. Player shall wear uniforms, personal equipment items and apparel furnished and shall not alter or disfigure them. At the end of the championship playing season, or at the end of any post-season series games, or upon the assignment or other transfer of this Minor League Uniform Player Contract, or upon the unconditional release of Player from this Minor League Player Contract, or upon any direction by Club to perform services for a different club, Player immediately shall return to Club such uniforms, personal equipment items, apparel and any and all of other property of Club in the possession of Player. Player shall not wear or use any personal equipment item, article or apparel or any other item with or upon his uniform which is not approved by Club, or which is not in accordance with the MLR.

XII. Loyalty.

Player agrees to serve Club diligently and faithfully, to keep himself in first-class condition, and to observe and comply with all rules and regulations of Club. Further, Player agrees to conform to high standards of personal conduct (before, during and after working hours), fair play and good sportsmanship.

XIII. Promotion of Baseball.

In addition to the furnishing of professional baseball services to Club, Player agrees, beginning with the date that this Minor League Uniform Player Contract is executed, to cooperate with the Club and to participate in any and all promotional activities of Club which, in the sole opinion of Club, will promote the welfare of Club or professional baseball.

XIV. Pictures of Player.

Player agrees, beginning with the date that this Minor League Uniform Player Contract is executed, that photographs, whether still or action, and motion pictures may be taken and any form of telecasts made of Player, individually or with others, at such times or places as Club may designate and agrees that all rights therein shall belong to Club and that they may be used, reproduced or otherwise disseminated or published by Club directly or indirectly for any purpose in any manner and at any time, including after the term of this Minor League Uniform Player Contract, that Club desires. Player further agrees that during the term of this Minor League Uniform Player Contract he will not make public appearances, participate in radio or television programs, permit his picture to be taken while in Club's uniform or a part thereof, sponsor or permit his name or likeness to be used in conjunction with any commercial purpose, including the sale, rental or advertising of products or services, or write or sponsor newspaper, magazine or any other article for publication, without the express written consent of the Club.

XV. Player's Representations.

As a further inducement to Club to enter into this Minor League Uniform Player Contract, Player represents to Club as follows:

A. Player has no physical or mental defects which would prevent or impair the performance of Player's skilled services as a professional baseball player for Club. Player is capable of and will perform his services and such other duties as may be required of him pursuant to this Minor League Uniform Player Contract with expertness, diligence and fidelity.

B. Player does not own, directly or indirectly, stock or have any financial interest in the ownership or earnings of any Minor League Club or Major League Club, except as hereinafter expressly set forth, and covenants that he will not hereafter, while under this Minor League Uniform Player Contract, acquire or hold any such stock or interest.

C. Player has exceptional and unique skill and ability as a baseball player, and Player's ability as a baseball player, and Player's services to be rendered to Club are of a special and extraordinary character which gives Player his peculiar value which cannot be reasonably or adequately compensated for in damages at law. Therefore, Player agrees that Player's breach of this Minor League Uniform Player Contract by Player, including the right to enjoin Player from professional baseball for any other person or organization during the term of this Minor League Uniform Player Contract.

D. Player is not a party to, and will not enter into, any contract or any contractual obligation to render skilled services as a professional baseball player with any person or organization other than Club. Additionally, Player is not a party to, and will not enter into, any contract or any contractual obligations which conflicts with any of his obligations under this Minor League Uniform Player Contract.

E. Player's name, as set forth in this Minor League Uniform Player Contract, and of which his signature to this Minor League Uniform Player Contract consists, is his proper and legal name and is not a fictitious or assumed name.

F. All personal information concerning Player in Addendum A is true and accurate.

G. Player is eligible, in accordance with the MLR, to execute this Minor League Uniform Player Contract.

XVI. Playing For Others.

A. For the purpose of avoiding physical injuries, Player agrees that during the term of this Minor League Uniform Player Contract, Player will not play baseball other than for Club, without the written consent of Club. If Club consents to Player's participation in a winter league, the terms and conditions of Player's employment during winter league play shall be governed by this Minor League Uniform Player Contract, except that Player and Club shall agree on the amount of monetary compensation for Player's participation in winter league play.

B. Player and Club agree and recognize that Player's participation in any other sport may impair or destroy Player's ability and skill as a professional baseball player. Accordingly, from and after the date of execution of this Minor League Uniform Player Contract, Player agrees that he shall not engage in automobile or motorcycle racing, hang-gliding, fencing, parachuting, skydiving, boxing, wrestling, karate, judo, football, basketball, skiing, hockey, or any other sport or activity involving a substantial risk of personal injury. Player also agrees that, except with the written consent of Club, he will not participate in amateur, intramural, intercollegiate or professional athletics in any sports whatsoever.

XVII. Physical Examination.

A. When requested by Club, Player shall submit to a complete physical, psychiatric, psychological and/or dental examination at the expense of Club, and, if necessary, to medical, surgical, psychiatric or dental treatment at Player's own expense, except as otherwise provided in this Minor League Uniform Player Contract. Upon the failure or refusal of Player to do so, Club may take such action against Player as it deems advisable in the manner agreed to between the parties and set forth in Paragraph XX.

B. It is specifically provided, however, that if Player signed this Minor League Uniform Player Contract as a free agent, within ninety days subsequent to the execution of this Minor League Uniform Player Contract by Player, Club may require Player to undergo a complete physical, psychiatric, psychological and/or dental examination by a physician and/or dentist of Club's choosing and at Club's expense. If such examination reveals the presence of any physical and/or dental defect, congenial or otherwise, which is in the judgment of the physician or dentist would or might substantially impair Player's ability to play professional baseball and was present at the time of execution of this Minor League Uniform Player Contract by Player, Club may terminate this Minor League Uniform Player Contract or any Special Covenants to this Minor League Uniform Player Contract. In the event, this Minor League Uniform Player Contract shall be void and of no force or effect between the Parties and Player shall repay any bonus, benefits or other compensation provided pursuant to any Special Covenants to this Minor League Uniform Player Contract.

XVIII. Assignments, Transfers and Directions to Perform for Minor or Major League Clubs.

A. Player specifically agrees and understands that this Minor League Uniform Player Contract may be freely assigned by Club, and re-assigned by any assignee Club, to any other Major League Club or Minor League Club.

B. Upon assignment of this Minor League Uniform Player Contract, the assignee Club shall be liable to Player only for payments accruing from the date Player reports to the Club for which he is directed to perform by assignee Club. Assignor Club shall remain liable to Player for all payments accrued as of the day of the assignment. In addition, if Player reports to the Club for which he is directed to perform by assignee Club as soon as the mode of transportation authorized or furnished to player permits, assignor Club shall be liable to Player for the travel time required to reach the city to which Player is directed to report to join the Club for which he is directed to perform by assignee Club.

C. In the event this Minor League Uniform Player Contract is assigned, following his receipt of written or telegraphic notice of the assignment, Player shall report to the Club for which he is directed to perform by the assignee Club as soon as the mode of transportation authorized or furnished to Player permits. If Player fails or refuses to report as soon as the mode of transportation authorized or furnished to Player permits, Player shall not be entitled to any payment for the period from the date upon which he received written or telegraphic notice of the assignment to the date on which Player reports to the Club for which he is directed to perform by the assignee Club.

D. Player also specifically agrees and understands that this Minor League Uniform Player Contract (and the Club's exclusive rights to his services under this Minor League Uniform Player Contract) may be freely loaned, leased or otherwise transferred to any Minor League Club. In the event this Minor League Uniform Player Contract is loaned, leased or otherwise transferred, following his receipt of written or telegraphic notice of the loan, lease or transfer, Player shall report to the Club to which this Minor League Uniform Player Contract is loaned, leased or otherwise transferred as soon as the mode of transportation authorized or furnished to Player permits. Player shall not be entitled to any payment for the period from the date upon which he received written or telegraphic notice of the loan, lease or transfer

to the date on which Player reports to the Club to which this Minor League Uniform Player Contract is loaned, leased or otherwise transferred.

E. Player also specifically agrees and understands that Club may freely direct him to perform services for any Major League or Minor League Club. Further, following his receipt of written or telegraphic notice of the direction to perform, Player specifically agrees and understands that his obligation under this Major League Uniform Player Contract to perform services for the directed Club shall be the same as his obligation to perform services for Club under this Minor League Uniform Player Contract. If Club directs Player to perform services for a Club, Player agrees to report to Club as soon as the mode of travel authorized or provided permits, and to perform all services for such Club in a diligent and faithful manner. If Player fails or refuses to report as soon as the mode of transportation authorized or furnished to Player permits, Player shall not be entitled to any payment for the period from the date upon which he received written or telegraphic notice of the direction to perform to the date on which Player reports to the directed Club.

F. Player agrees that he will execute the standard form Major League Uniform Player Contract then in effect in the Major Leagues if Player is placed (following an assignment, direction to perform or otherwise) on a Major League roster, Major League Under Control List or Major League Reserve List at any point during the term of this Minor League Uniform Player Contract.

G. If Player agrees, this Minor League Uniform Player Contract may be assigned, loaned, leased or otherwise transferred to (or Player directed to perform for) a Minor League Club or other professional baseball club participating in winter league play. The terms and conditions of Player's employment during winter league play shall be as stated in Subparagraph (A) of Paragraph XVI.

XIX. Termination.

A. If Club is in _____ to Player for any payments due Player under this Minor League Uniform Player Contract for more than fifteen (15) days, or if Club fails for more than fifteen (15) days to perform any other obligations agreed or required to be performed by Club, Player shall be entitled to apply to the Commissioner to terminate this Minor League Uniform Player Contract. Hereafter, if the Club fails to remedy the default as to the payment or other obligation within such time as the Commissioner may fix, the Commissioner shall terminate this Minor League Uniform Player Contract by declaration of Player's free agency. It is specifically provided, however, that Club shall remain liable to Player for all payments due him as of the date of the termination of this Minor League Uniform Player Contract and the declaration of Player's free agency.

B. Club may terminate this Minor League Uniform Player Contract upon the delivery of written or telegraphic notice to Player if Player at any time shall:

1. Fail, refuse or neglect to conform Player's personal conduct to high standards of good citizenship and good sportsmanship;
2. Fail, refuse or neglect to keep himself in first-class physical condition;
3. Fail, refuse or neglect to obey Club's requirements respecting Player's conduct and service;
4. Fail in the judgment of Club to exhibit sufficient skill or competitive ability to qualify or to continue as a professional baseball player as a member of Club's team; or
5. Fail, refuse or neglect to render Player's services hereunder, or in any other manner to materially breach this Minor League Uniform Player Contract.

C. If Player becomes disabled, Club may also terminate this Minor League Uniform Player Contract in accordance with Paragraph VIII above.

XX. Disputes.

A. For the violation by Player of any of the obligations or duties of Player as set forth in this Minor League Uniform Player Contract, or for the violation by Player of any of Club's rules or regulations, Player agrees that Club may impose a reasonable fine upon Player and deduct the amount thereof from Player's compensation, or may suspend Player without compensation, or both. Player also agrees that Club may place him on any disciplinary list or lists prescribed by the MLR or any other applicable Major League or Minor League rules.

B. In the event of any dispute or claim between Player and Club arising under any of the provisions of this Minor League Uniform Player Contract, the decision of Club regarding the dispute or claim always shall be subject to Player's rights of appeal which Player may exercise by filing a written, itemized and detailed appeal form with the Commissioner within 120 days of the maturity of the claim. The decision of the Commissioner shall be final and the Player agrees and understands that the decision of the Commissioner may not be challenged in any federal or state court or any other tribunal.

C. Player specifically consents that either Club or Commissioner may make known to the public the findings, decisions or record of any inquiry, investigation or hearing, including all evidence, information or testimony given, received, obtained or elicited as the result of any such inquiry, investigation or hearing.

XXI. Contingent Bonus.

A. Any Special Covenants to this Minor League Uniform Player Contract which entitles Player to receive bonus payments if he is retained by Club on a designated date or for a designated period shall be subject to the following: In the event Player is placed on the Restricted, Voluntarily Retired, Military, Disqualified or Ineligible List prior to the date upon which the bonus payment becomes due and payable to Player, payment of the bonus shall be suspended by Club until Player is reinstated to an Active List and reports to and is retained by Club for the number of days required by this Minor League Uniform Player Contract, including any special covenants.

B. In the event the official date of placement on any of the lists enumerated in Subparagraph (A) of this Paragraph XXI is later than the date Player ceased to be an active Player, the earlier date shall apply in determining the new date for payment of the Contingent Bonus following Player's reinstatement to an Active List of Club.

XXII. Special Covenants.

If Player is to receive or has received any additional payment or consideration whatsoever from Club or from any other source in connection with this Minor League Uniform Player Contract, it must be fully described on Addendum B, giving name of payor amount and nature of payment, when paid or to be paid, et cetera.

XXIII. Legislation and Suspension.

This Minor League Uniform Player Contract is subject to federal and state legislation, regulations, executive or other official orders and other governmental action, now or hereafter in effect, which may affect directly or indirectly Player or Club. Additionally, this Minor League Uniform Player Contract, including the payment of compensation to Player, during any national emergency or any cessation or suspension of play in the Major Leagues. In the event that this Minor League Uniform Player Contract is suspended pursuant to the terms of this paragraph, it is specifically agreed between Player and Club that the compensation provisions of Paragraph VII shall be modified and the compensation paid to Player at the monthly rate set forth in Paragraph VII shall be paid only for the portion of the championship playing season actually played by Player. Moreover, in the event that this Minor League Uniform Player Contract is suspended pursuant to the terms of this Paragraph XXIII, it is also specifically agreed between Player and Club that the Club's

exclusive right to to the Player's services shall remain in effect and that this Minor League Uniform Player Contract shall continue in full force and effect for the remainder of its term once the suspension ends.

If Player is to receive or has received any additional payment or consideration whatsoever from Club or from any other sources in connection with this Minor League Uniform Player Contract, it must be fully described on Addendum B, giving name of payor amount and nature of payment, when paid or to be paid, et cetera.

This Minor League Uniform Player Contract is subject to federal and state legislation, regulations, executive or other official orders and other governmental action, now or hereafter in effect, which may affect directly or indirectly Player or Club. Additionally, this Minor League Uniform Player contract including the payment of compensation to Player, during any national emergency or any Minor League Uniform Player Contract is suspended pursuant to the terms of this paragraph. It is specifically agreed between the Player and Club that the compensation provisions of Paragraph VII shall be modified and the compensation paid to Player at the monthly rate set forth in Paragraph VII shall be paid only for the portion of the championship playing season actually played by Player. Moreover, in the event that this Minor League Uniform Player Contract is suspended pursuant to the terms of this Paragraph XXIII, it is specifically agreed between Player and Club that the Club's exclusive right to the Player's right to the Player's services shall remain in effect and that this Minor League Uniform Player Contract shall continue in full force and effect for the remainder of its term once the suspension ends.

XXIV. Entire Agreement.

Club and Player covenant that this Minor League Uniform Player Contract fully sets forth all understandings and agreements by and between them and agree that no understandings or agreements, whether heretofore or hereafter made, shall be void, recognized or any effect whatsoever, unless and until they are set forth in a subsequent Minor League Uniform Player Contract executed by Player and Club, filed with and approved by the Commissioner of Baseball and complying with the MLR.

XXV. Governing Law.

This Minor League Uniform Player Contract shall be governed by and interpreted in such a manner as to be effective and valid under New York law. However, if any provisions of this Minor League Uniform Player Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidation only, without invalidating the remainder of such provisions or the remaining provisions of this Minor League Uniform Player Contract.

XXVI. Approval Required.

This is the only Minor League Uniform Player Contract form prescribed by the MLR. No different form shall be used and no clause shall be added or eliminated without the specific written approval of the Commissioner. Any written or oral agreement between Player and Club not contained in this Minor League Uniform Player Contract shall be subject to both parties to discipline. No such agreement shall be recognized or enforced by the Commissioner. This Minor League Uniform Player Contract, including any guidelines or attachments, shall not be valid, recognized or enforced unless filed with and approved by the Commissioner.

XXVII. Player Information and Notices.

Player will immediately provide Club and any Club to which this Minor League Uniform Player Contract is assigned, loaned or leased (and any Club for which Player is directed to perform services) with his current home address and telephone number, and will keep such information current. Any written notice required to be given by the Club to the Player under this Minor League Uniform Player Contract may be accomplished, at Club's option, by sending the notice via registered mail to the Player's last known address and/or by physically delivering the notice to the Player. The

effective date of any written notice shall be the date on which the notice is mailed or physically delivered, whichever is earlier. The effective date of any telegraphic notice by the Club to the Player will be the date on which the telegram is sent.

This Minor League Uniform Player Contract must be received at the Commissioner's Office within 20 days from the date SIGNED by Player. Player must sign NAME, including all INITIALS, and must DATE in OWN HANDWRITING on Addendum A. Player's social security number, date of birth, street address, city, state, country, zip code, and telephone number must be included. If Player has not previously signed a professional contract, Player's position, height, weight, batting hand, throwing hand, high school, high school graduation date, college, college graduation date and place of birth must be included. A copy of this Minor League Uniform Player Contract, when approved by the Commissioner, must be delivered to Player in person or by registered or certified mail, return receipt requested.

**ASSIGNMENTS OF THIS MINOR LEAGUE
UNIFORM PLAYER CONTRACT**

1. On _____, this contract was assigned from
(Date)

_____ to _____
(Assignor Club) (Assignee Club)

COMMISSIONER APPROVAL _____

2. On _____, this contract was assigned from
(Date)

_____ to _____
(Assignor Club) (Assignee Club)

COMMISSIONER APPROVAL _____

3. On _____, this contract was assigned from
(Date)

_____ to _____
(Assignor Club) (Assignee Club)

COMMISSIONER APPROVAL _____

4. On _____, this contract was assigned from
(Date)

_____ to _____
(Assignor Club) (Assignee Club)

COMMISSIONER APPROVAL _____

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SUMMER