

IMPORTANT NOTICE

The attention of both Club and Player is specifically directed to the following excerpt from Major League Rule 3(a):

"No Club shall make a contract different from the uniform contract or a contract containing a non-reserve clause, except with the written approval of the Advisory Council. All contracts shall be in duplicate and the Player shall retain a counterpart original. The making of any agreement between a Club and Player not embodied in the contract shall subject both parties to discipline by the Commissioner; and no such agreement, whether written or verbal, shall be recognized or enforced by the Commissioner."

National League of Professional Baseball Clubs UNIFORM PLAYER'S CONTRACT

Parties

The National Exhibition Company

herein called the Club, and Sidney Gordon

of 1396 St. John's Place, Brooklyn, N. Y., herein called the Player.

Recital

The Club is a member of the National League of Professional Baseball Clubs. As such, and jointly with the other members of the League, it is a party to the National League Constitution and to agreements and rules with the American League of Professional Baseball Clubs and its constituent clubs, and with the National Association of Professional Baseball Leagues. The purpose of these agreements and rules is to insure to the public wholesome and high-class professional baseball by defining the relations between Club and Player, between club and club, between league and league, and by vesting in a designated Commissioner broad powers of control and discipline, and of decision in case of disputes.

Agreement

In view of the facts above recited the parties agree as follows:

Employment

1. The Club hereby employs the Player to render skilled service as a baseball player in connection with all games of the Club during the year 1946 including the Club's training season, the Club's exhibition games, the Club's playing season, and the World Series (or any other official series in which the Club may participate and in any receipts of which the player may be entitled to share); and the Player covenants that he will perform with diligence and fidelity the service stated and such duties as may be required of him in such employment.

Salary

2. For the service aforesaid the Club will pay the Player an aggregate salary of \$ 8,000.00/100

Per Season

, as follows:

In semi-monthly installments after the commencement of the playing season covered by this contract, unless the Player is "abroad" with the Club for the purpose of playing games, in which event the amount then due shall be paid on the first week-day after the return "home" of the Club, the terms "home" and "abroad" meaning respectively *at* and *away from* the city in which the Club has its baseball field.

If a monthly salary is stipulated above, it shall begin with the commencement of the Club's playing season (or such subsequent date as the Player's services may commence) and end with the termination of the Club's scheduled playing season, and shall be payable in semi-monthly installments as above provided.

If the player is in the service of the Club for part of the playing season only, he shall receive such proportion of the salary above mentioned, as the number of days of his actual employment in the Club's playing season bears to the number of days in said season.

Loyalty

3. (a) The Player will faithfully serve the Club or any other Club to which, in conformity with the agreements above recited, this contract may be assigned, and pledges himself to the American public to conform to high standards of personal conduct, of fair play and good sportsmanship.

(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 Major League club, except as hereinafter expressly set forth, and covenants that he will not hereafter, while connected with any Major League club, acquire or hold any such stock or interest except in accordance with Major League Rule 20 (e).

Service

4. (a) The player agrees that, while under contract or reservation, he will not play baseball (except post-season games as hereinafter stated) otherwise than for the Club or a Club assignee hereof; that he will not engage in professional boxing or wrestling; and that, except with the written consent of the Club or its assignee, he will not engage in any game or exhibition of football, basketball, hockey or other athletic sport.

Post-season
Games

(b) The Player agrees that, while under contract or reservation, he will not play in any post-season baseball games except in conformity with the Major League Rules; and that he will not play in any such baseball game more than ten days after the close of the Major League championship season any year covered by this contract, until the following training season, or in which more than two other players of the Club participate, or with or against an ineligible player or team.

Assignment

5. (a) In case of assignment of this contract to another Club, the Player shall promptly report to the assignee club within 72 hours from the date he receives written notice from the Club of such assignment, if not more than 1600 miles by most-direct available railroad route, plus an additional 24 hours for each additional 800 miles; accrued salary shall be payable when he so reports; and each successive assignee shall become liable to the Player for his salary during his term of service with such assignee, and the Club shall not be liable therefor. If the player fails to report as above specified, he shall not be entitled to salary after the date he receives written notice of assignment. If the assignee is a member either of the National or American League the salary shall be as above (paragraph 2) specified. If the assignment, either outright or optional, is made to

Other
Sports

(b) The Player and the Club recognize and agree that the Player's participation in other sports may impair or destroy his ability and skill as a baseball player. Accordingly the Player agrees that he will not engage in professional boxing or wrestling; and that, except with the written consent of the Club, he will not engage in any game or exhibition of football, basketball, hockey or other athletic sport.

Assignment

6. (a) The Player agrees that this contract may be assigned by the Club (and reassigned by any assignee Club) to any other club in accordance with the Major and Major-Minor League Rules.

No
Salary
Reduction

(b) The amount stated in paragraph 2 hereof which is payable to the Player for the period stated in paragraph 1 hereof shall not be diminished by any such assignment, except for failure to report as provided in the next sub-paragraph (c).

Reporting

(c) The Player shall report to the assignee Club promptly (as provided in the Regulations) upon receipt of written notice from the Club of the assignment of this contract. If the Player fails so to report, he shall not be entitled to any payment for the period from the date he receives written notice of assignment until he reports to the assignee Club.

Obligations
of
Assignor
and
Assignee
Clubs

(d) Upon and after such assignment, all rights and obligations of the assignor Club hereunder shall become the rights and obligations of the assignee Club; provided, however, that

(1) The assignee Club shall be liable to the Player for payments accruing only from the date of assignment and shall not be liable (but the assignor Club shall remain liable) for payments accrued prior to that date.

(2) If at any time the assignee is a Major League Club, it shall be liable to pay the Player at the full rate stipulated in paragraph 2 hereof for the remainder of the period stated in paragraph 1 hereof and all prior assignors and assignees shall be relieved of liability for any payment for such period.

(3) Unless the assignor and assignee clubs agree otherwise, if the assignee Club is a Minor League Club, the assignee Club shall be liable only to pay the Player at the rate usually paid by said assignee Club to other players of similar skill and ability in its classification and the assignor Club shall be liable to pay the difference for the remainder of the period stated in paragraph 1 hereof between an amount computed at the rate stipulated in paragraph 2 hereof and the amount so payable by the assignee Club.

Moving
Expenses

(e) In the event this contract is assigned by a Major League Club during the playing season, the assignor Club shall pay the Player his reasonable and actual moving expenses resulting from such assignment up to the sum of \$500.

"Club"

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

Termination

By
Player

7. (a) The Player may terminate this contract, upon written notice to the Club, if the Club shall default in the payments to the Player provided for in paragraph 2 hereof or shall fail to perform any other obligation agreed to be performed by the Club hereunder and if the Club shall fail to remedy such default within ten (10) days after the receipt by the Club of written notice of such default. The Player may also terminate this contract as provided in sub-paragraph (f) (4) of this paragraph 7.

By
Club

(b) The Club may terminate this contract upon written notice to the Player (but only after requesting and obtaining waivers of this contract from all other Major League Clubs) if the Player shall at any time:

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

(2) fail, in the 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; or

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

(c) If this contract is terminated by the Club by reason of the Player's failure to render his services hereunder due to disability resulting directly from injury sustained in the course and within the scope of his employment hereunder and written notice of such injury is given by the Player as provided in the Regulations on page 4 hereof, the Player shall be entitled to receive his full salary for the season in which the injury was sustained, less all workmen's compensation payments paid or payable by reason of said injury.

(d) If this contract is terminated by the Club during the training season, payment by the Club of the Player's board, lodging and expense allowance during the training season to the date of termination and of the reasonable traveling expenses of the Player to his home city and the expert training and coaching provided by the Club to the Player during the training season shall be full payment to the Player.

(e) If this contract is terminated by the Club during the playing season, then, except in the case provided for in sub-paragraph (c) of this paragraph 7, the Player shall be entitled to receive as full payment hereunder such portion of the amount stipulated in paragraph 2 hereof as the number of days of his actual employment in the Club's playing season bears to the total number of days in said season, provided, however, that if this contract is terminated under sub-paragraph (b) (2) of this paragraph 7 for failure to exhibit sufficient skill or competitive ability, the Player shall be entitled to an additional amount equal to thirty (30) days payment at the rate stipulated in paragraph 2 hereof and the reasonable traveling expenses of the Player to his home.

(f) If the Club proposes to terminate this contract in accordance with sub-paragraph (b) of this paragraph 7, the procedure shall be as follows:

Procedure

(1) The Club shall request waivers from all other Major League clubs. Such waiver request must state that it is for the purpose of terminating this contract and it may not be withdrawn.

(2) Upon receipt of the waiver request, any other Major League club may claim assignment of this contract at a waiver price of \$1.00, the priority of claims to be determined in accordance with the Major League Rules.

any other Club then the Player's salary shall be the same as that usually paid by said Club to other players of similar ability in the same classification; provided that if the Club (party hereto) reacquires the Player's services within one year, he shall be entitled to the difference, if any, between the salary stipulated in this contract for its full period and the salary stipulated in his Minor League contract or contracts in the same period.

Termination (b) This contract may be terminated at any time by the Club or by any assignee upon ten days' written notice to the Player.

Regulations 6. The Player accepts as part of this contract the Regulations printed on the third page hereof, and also such reasonable modifications of them and such other reasonable regulations as the Club may announce from time to time.

Agreements and Rules 7. (a) The National League Constitution, and the Major and Major-Minor League Agreements and Rules and all amendments thereto hereafter adopted, are hereby made a part of this contract, and the Club and Player agree to accept, abide by and comply with the same and all decisions of the Commissioner, and/or League President or Board of Directors, pursuant thereto.

Publication (b) It is further expressly agreed that, in consideration of the rights and interest of the public, the Club, the League President, and/or the Commissioner may make public the 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, and including further the findings and decisions therein and the reasons therefor.

Renewal 8. (a) On or before February 15th (or if Sunday, then the succeeding business day) of the year next following the last playing season covered by this contract, by written notice to the Player at his address following his signature hereto (or if none be given, then at his last address of record with the Club), the Club or any assignee hereof may renew this contract for the term of that year except that the salary shall be such as the parties may then agree upon, or in default of agreement the Player will accept such salary rate as the Club may fix, or else will not play baseball otherwise than for the Club or for an assignee hereof.

(b) The Club's right of reservation of the Player, and of renewal of this contract as aforesaid, and the promise of the Player not to play otherwise than with the Club or an assignee hereof, have been taken into consideration in determining the salary specified herein and the undertaking by the Club to pay said salary is the consideration for both said reservation, renewal option and promise, and the Player's service.

Disputes 9. In case of dispute between the Player and the Club or any Major League Club assignee hereof, the same shall be referred to the Commissioner as an umpire, and his decision shall be accepted by all parties as final; and the Club and the Player agree that any such dispute, or any claim or complaint by either party against the other, shall be presented to the Commissioner within one year from the date it arose.

10. This contract is subject to Federal or State legislation, regulations, executive or other official orders, or other governmental action, now or hereafter in effect, respecting Military, Naval, Air or other governmental service, which may, directly or indirectly, affect the Player, the Club or the League; and subject also to all rules, regulations, decisions or other action by the Major Leagues, the Commissioner, the Major or Major-Minor League Advisory Council, or the League President, including the right of the Commissioner to suspend the operation of this contract during any National emergency.

Player's Contract 11. The term "Commissioner" wherever used in this contract shall be deemed to mean the Commissioner designated under the Major League Agreement, or in the case of a vacancy in the office of Commissioner, the Advisory Council or such other body or person or persons as shall be designated in the Major League Agreement to exercise the powers and duties of the Commissioner during such vacancy.

Supplemental Agreements 12. The Club and Player covenant that this contract fully sets forth all understandings and agreements between them, and agree that no other understandings or agreements, whether heretofore or hereafter made, shall be valid, recognizable, or of any effect whatsoever, unless expressly set forth in a new or supplemental contract executed by the Player and the Club (acting by its president, or such other officer as shall have been thereunto duly authorized by the president or Board of Directors, in writing filed of record with the League President and Commissioner—and that no other Club officer or employee shall have any authority to represent or act for the Club in that respect), and complying with all agreements and rules to which this contract is subject.

Special Covenants
See
"Important Notice"
Above

This contract shall not be valid or effective unless and until approved by the League President or Advisory Council, as the case may be.

Signed in duplicate this 19th day of January, A. D. 1946
[SEAL]

National Exhibition Company, operating the
New York Base Ball Club

SS No. 061-05-4344

Witness:

By

(President)

(Player)

1396 St. John's Place, Brooklyn, N. Y.

(Home address of Player)

REGULATIONS

1. The Club's playing season for each year covered by this contract and all renewals hereof shall be as fixed by the National League of Professional Baseball Clubs, or if this contract shall be assigned to a Club in another league, then by the league of which such assignee is a member.
2. The Player, when requested by the Club, must submit to a complete physical examination at the expense of the Club, and if necessary to treatment by a regular physician or dentist in good standing at the Player's expense. Upon refusal of the Player to submit to a complete medical or dental examination the Club may consider such refusal a violation of this regulation and may take such action as it deems advisable under Regulation 5 of this contract. Disability directly resulting from injury sustained in the course and within the scope of his employment under this contract shall not impair the right of the Player to receive his full salary for the period of such disability or for the season in which the injury was sustained (whichever period is shorter), together with the reasonable medical and hospital expenses incurred by reason of the injury and during the term of this contract, less all workmen's compensation payments paid or payable by reason of said injury; but only upon the express prerequisite conditions that (a) written notice of such injury, including the time, place, cause and nature of the injury, is served upon and received by the Club within twenty days of the sustaining of said injury and (b) the Club shall have the right to designate the doctors and hospitals furnishing such medical and hospital services. Any other disability may be ground for suspending or terminating his contract at the discretion of the Club.
3. The Club will furnish the Player with two complete uniforms, exclusive of shoes, the Player making a deposit of \$30 therefor, which deposit will be returned to him at the end of the season or upon the termination of this contract, upon the surrender of the uniforms by him to the Club.
4. The Club will pay all proper and necessary traveling expenses of the Player while "abroad," or traveling with the Club in other cities, including board, lodging, Pullman accommodations, if available, and during the training season, an allowance of \$25 per week, payable in advance, to cover other training trip expenses. The Club will also pay the reasonable traveling expenses of the Player to his home at the end of the season.
5. For violation by the Player of any regulation or other provision of this contract, the Club may impose a reasonable fine and deduct the amount thereof from the Player's salary or may suspend the Player without salary for a period not exceeding thirty days, or both, at the discretion of the Club. Written notice of the fine or suspension or both and of the reasons therefor shall in every case be given to the Player.
6. In order to enable the Player to fit himself for his duties under this contract, the Club may require the Player to report for practice at such places as the Club may designate and to participate in such exhibition contests as may be arranged by the Club for a period beginning not earlier than February 15 in 1947 and not earlier than March 1 in 1948 and subsequent years without any other compensation than that herein elsewhere provided, the Club, however, to pay the necessary traveling expenses, including Pullman accommodations, if available, and meals en route, of the Player from his home city to the training place of the Club, whether he be ordered to go there direct or by way of the home city of the Club. In the event of the failure of the Player to report for practice or to participate in the exhibition games, as provided for, he shall be required to get in playing condition to the satisfaction of the Club's team manager, and at the Player's own expense, before his salary shall commence.
7. In case of assignment of this contract the Player shall report promptly to the assignee club within 72 hours from the date he receives written notice from the Club of such assignment, if the Player is then not more than 1600 miles by most direct available railroad route from the assignee Club, plus an additional 24 hours for each additional 800 miles.

Post-Season Exhibition Games. Major League Rule 18 (b) provides:

Exhibition Games. (b) No Player shall participate in any exhibition game played during the period between the close of the Major League championship season and the following training season; except that a Player, with the written consent of the Commissioner, may participate in exhibition games which are played within thirty days after the close of the Major League championship season and which are approved by the Commissioner. Player conduct, on and off the field, in connection with such post-season exhibition games shall be subject to the discipline of the Commissioner. The Commissioner shall not approve more than three Players of any one Club on the same team. No Player shall participate in any exhibition game with or against any team which, during the current season or within one year, has had any ineligible player or which is or has been during the current season or within one year, managed and controlled by an ineligible player or by any person who has listed an ineligible player under an assumed name or who otherwise has violated, or attempted to violate, any exhibition game contract; or with or against any team which, during said season or within one year, has played against teams containing such ineligible players, or so managed or controlled. Any player violating this rule shall be fined not less than fifty dollars (\$50) nor more than five hundred dollars (\$500), except that in no event shall such fine be less than the consideration received by such player for participating in such game.