

The Club Owner and Player agree as follows:

**Comment [1]:** Good job.

1. **Definitions.** Terms defined in the preamble have their assigned meanings and each of the following terms has the meaning assigned to it.

- 1.1. **“Agreement”** means this Employment Contract.
- 1.2. **“Club”** means the Chicago White Sox.
- 1.3. **“Club Owner”** means Charles Comiskey.
- 1.4. **“League”** means the American League.
- 1.5. **“Player”** means Joe Jackson.
- 1.6. **“Services”** has the meaning assigned to it in Section 5.1.
- 1.7. **“Term”** has the meaning assigned to it in Section 4.

2. **Employment as a Baseball Player.** By signing this Agreement, the Club Owner hires the Player as a baseball player for the Club.

**Comment [2]:** Instructions said not to do full contract. These provisions were unnecessary.

3. **Performance as a Baseball Player.** Subject to the provisions of this Agreement, the Player shall render services as a baseball player for the Club.

4. **Term.** The term of this Agreement is the one-year period beginning on the date of this Agreement and ending at 5:00 PM on the day before the one-year anniversary of this Agreement (the “Term”).

5. **Player’s Duties.**

- 5.1. **Definition.** “Services” means the services typically rendered by Major League Baseball players for the Club, including but not limited to

- a) batting and fielding during practices and games; and
- b) participating in promotional events, either for the Club, the League, or both.

- 5.2. **Time of Performance.** The Player shall render Services at times and places which the Club Owner designates.

- 5.3. **Performance of Services.** The Player shall exert his best efforts in rendering Services. The League and the Club Owner each may determine, based on

**Comment [3]:** Why should the League have a say in this or whether Jackson is using best efforts to maintain his physical condition?

reasonable observation and subject to Major League Baseball customs, whether the Player is exerting his best efforts in accordance with this provision.

- 5.4. **Player's Physical Condition.** The Player shall exert his best efforts to maintain his best possible physical condition. The League and the Club Owner each may determine, based on reasonable observation and subject to Major League Baseball customs, whether the Player is exerting his best efforts in accordance with this provision.

**Comment [4]:** Best efforts clauses are problematic because they are so vague. One way to handle is to provide some detail as to what constitutes best efforts: attending all workouts

- 5.5. **Player's Conduct.** The Player shall not commit any illegal or illicit acts, or acts that violate the rules or customs of Major League Baseball.

- 5.6. **Exclusivity.** The Player shall not engage in any game or exhibition of any athletic sport without the consent of the League, except as contemplated by this Agreement.

**Deleted: Restriction on Participation in Athletics**

## 6. Termination or Suspension.

- 6.1. **Termination at End of Term.** This Agreement terminates at the end of the Term.

**Comment [5]:** This is unnecessary. The statement of the Term handles it completely.

- 6.2. **Termination or Suspension for Cause.** If the Player breaches any covenant stated in this Agreement, then either the League or the Club Owner may

**Deleted:** Despite the provisions of Section 6.1, if

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- a) terminate the Agreement or
- b) suspend the Player without pay until the Club Owner is reasonably satisfied that the Player is ready, able, and willing to perform his duties in accordance with this Agreement.

**Comment [6]:** Why should the League – which is not a party to the contract – have the authority to terminate the contract? Suspend, yes.

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