

American League Player's Agreement

Article 1 Definitions

1.1 Terms defined in the preamble of this Agreement have their assigned meanings, and each of the following terms has the meaning assigned to it:

- (a) **"Agreement"** means this American League Player's Agreement, as amended from time to time, and **Exhibit A**.
- (b) **"American League Regulations"** has the meaning assigned to it in Section 6.1.
- (c) **"Club"** means the Chicago White Sox.
- (d) **"Club Activities"** includes the Club's practices, games, and any other occasion as the Owner designates.
- (e) **"Commissioner"** means the American League Commissioner, Kenesaw Mountain Landis.
- (f) **"Owner"** means Charles Comiskey.
- (g) **"Payment"** has the meaning assigned to it in Section 4.1.
- (h) **"Player"** means Joe Jackson.
- (i) **"Suspension Term"** means the period beginning on the date the Player receives the notice of suspension and ending on the date to be determined by the person suspending.
- (j) **"Term"** has the meaning assigned to it in Articles 3 and 5.

Comment [1]: This defined term/definition could be omitted because the defined term is only used once.

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Comment [2]: Research or baseball fans?!

Comment [3]: A term should be defined only once.

Article 2 Hiring of the Player

2.1 **Employment.** The Owner shall employ the Player to perform services for him, and the Player shall work for the Owner, under the terms of this Agreement.

Article 3 Provision of Services

3.1 **Quality of Services.** During the period in which the Club shall employ the Player (the **"Term"**), the Player shall:

Comment [4]: No colon: sentence format.

Shall is wrong. The obligation is in 2.1. "in which the club shall employ the Player" establishes a circumstance [a prepositional phrase], so it should be in the present tense.

- (a) perform his best services as a baseball player, at such times and places as the Club **designates**, by fully participating in all Club Activities;
- (b) devote his entire professional time, attention, and energies to the performance of the Club Activities; and
- (c) maintain himself, as confirmed by the Club's trainer, in the best physical condition for all Club Activities, including but not limited to complying with the American League's fitness and nutrition regimen unless the Club has received prior notice from the Club's licensed physician.

Article 4 Salary

4.1 **Salary.** The Club shall pay the Player at a rate of \$_____ per **year** (the "**Payment**").

Article 5 Term

5.1 **Term.** The Term of the Player's employment under this Agreement begins on ____, 19XX, and ends on ____, 19XX, or any other period as the Club may designate, unless terminated earlier in accordance with the provisions of this Agreement.

Article 6 Compliance with American League Regulations

6.1 **Definition.** "**American League Regulations**" means the regulations the American League publishes, including the regulations of all of the baseball games listed in the Club Activities, substantially in the form of **Exhibit A**.

6.2 **Compliance.** The Player shall comply with the American League Regulations.

6.3 **Dishonesty or Deceit.** The Player shall not conduct himself in a dishonest or deceitful manner **while participating in or preparing for Club Activities**.

Article 7 Noncompetition

7.1 **Covenant Not to Compete.** The Player shall not engage in any game or exhibition of baseball, football, basketball, or other athletic sport, at any time during the Term, unless

- (a) the Player has obtained the prior written consent of the American League; or
- (b) the game or exhibition of baseball, football, basketball, or other athletic sport is a Club **Activity**.

Comment [5]: Save "may" for discretionary authority.

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Comment [6]: Articles 4 and 5 should not have been included. The instructions said not to draft a full agreement. That said, you remembered the proper way to draft a salary provision.

Comment [7]: Nice organization by subject matter.

Comment [8]: What a good way to handle this.

Comment [9]: But it's ok if he cheats at cards? I understand what was intended, but it's important to recognize how a provision could have unintended consequences.

Comment [10]: Nicely done.

Article 8 Suspension

8.1 **Written Agreement.** The Owner or Commissioner may suspend ~~the~~ Player at any time by written notice.

8.2 Suspension by the Commissioner.

(a) **Grounds for Suspension.** The Commissioner may suspend ~~the~~ Player without pay by written notice to the Player at any time if ~~the~~ the covenants stated in Article 6 have not been satisfied or waived on or before the end of the Term.

(b) **Communication between the Owner and the Commissioner.** If the Commissioner decides to suspend this Agreement under Section 8.2(a), he shall confer with the Owner before suspending this Agreement, but the Owner's permission to suspend is not necessary.

(c) **Effective Date of Suspension.** If the Commissioner suspends this Agreement under Section 8.2(a), the suspension is effective when the Player receives the Commissioner's written notice of suspension.

(d) Consequences of Suspension.

(i) Services.

(A) **Services Suspension.** If the Commissioner suspends this Agreement under Section 8.2(a), the Player shall no longer provide his services to the Owner during the Suspension Term.

(1) **Services Resumption.** ~~The Player shall resume providing his services for the Owner,~~

(2) The Commissioner is satisfied that the Player is ready, able, and willing to resume his services in the manner as provided in Article 6.

(ii) Payment Obligation

(A) **Payment Suspension.** If the Commissioner suspends this Agreement under Section 8.2(a), ~~the Player is not entitled to be paid his salary during~~ the Suspension Term.

(B) **Payment Resumption.** The Commissioner may resume Payment to the Player, if the following conditions are met:

(1) The Commissioner has suspended the Agreement under Section 8.2(a).

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Comment [11]: This provision doesn't work as a business matter. This provision permits the Owner and Commissioner to suspend the Player even if he has done nothing wrong.

The Agreement does not stop governing the actions of the parties. It remains in full force. It is the player who is suspended.

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Comment [12]: Covenants are not satisfied or waived. Covenants are breached. Only conditions are satisfied or waived. Interesting idea to bifurcate the right to suspend. Do you think the League needs to sign or is it a third party beneficiary?

Comment [13]: Correct and precise.

Comment [14]: The first provision says that the Player is suspended. That has a meaning within the industry and need not be further delineated. Suspension is not an obligation not to play, but rather a loss of the right to play. If X employs Y, Y has the right (and obligation) to play. So, how could this be rewritten if the decision was made to expand on the meaning of suspension?

Services resumption is not a consequence of suspension, so it would be better not to make it a subsection of (d).

Comment [15]: This subsection is superfluous. Services can't be resumed if they haven't been suspended.

Deleted: if both of the following conditions are met: ... [1]

Deleted:).

Deleted: the Commissioner may suspend Payment for

Comment [16]: Discretionary authority rather than automatic? The original was tougher on the player because it was an automatic suspension without. This agreement's termination provisions are modeled on those in an acquisition agreement. It's clear that that helped you think through all the issues. But this agreement is much less complex and could work with simpler provisions.

Comment [17]: A resumption of payment provision is not necessary because of the manner in which (A) is drafted: the suspension of pay is during the Suspension Term ends. When that ends, the Player is once again entitled to be paid.

- (2) The Commissioner is satisfied that the Player is ready, able, and willing to resume his services in the manner as provided in Article 6.

8.3 Suspension by the Owner

Comment [18]: The same comments apply to this Section and the Termination article

- (a) **Grounds for Suspension.** The Owner may suspend this Agreement by written notice to the Player at any time if the covenants stated in Articles 2, 3, and 7 have not been satisfied or waived on or before the end of the Term.
- (b) **Communication between the Owner and the American League Commissioner.** If the Owner decides to suspend this Agreement under Section 8.3(a), he shall confer with the Commissioner before suspending this Agreement, although the Commissioner's permission to suspend is not necessary.
- (c) **Effective Date of Suspension.** If the Owner suspends this Agreement under Section 8.3(a), the suspension is effective when the Player receives the Owner's written notice of suspension.
- (d) **Consequences of Suspension.**
 - (i) **Services.**
 - (A) **Services Suspension.** If the Owner suspends this Agreement under Section 8.3(a), the Player shall no longer provide his services to the Owner during the Suspension Term.
 - (B) **Services Resumption.** The Player shall resume providing his services for the Owner, if both of the following conditions are met:
 - (1) The Owner has suspended the Agreement under Section 8.3(a).
 - (2) The Owner satisfied that the Player is ready, able, and willing to resume his services in the manner as provided in Articles 2, 3, and 7.
 - (ii) **Payment Obligation**
 - (A) **Payment Suspension.** If the Owner suspends this Agreement under Section 8.3(a), the Owner may suspend Payment for the Suspension Term.

(B) **Payment Resumption.** The Owner may resume Payment to the Player, if the following conditions are met:

- (1) The Owner has suspended the Agreement under Section 8.3(a).
- (2) The Owner is satisfied that the Player is ready, able, and willing to resume his services in the manner as provided in Articles 2, 3, and 7.

Article 9 Termination

9.1 **Written Agreement.** The Owner or Commissioner may terminate this Agreement at any time by written notice.

9.2 Termination by the Commissioner

- (a) **Grounds for Termination.** The Commissioner may terminate this Agreement by written notice to the Player at any time if the covenants stated in Article 6 have not been satisfied or waived on or before the end of the Term.
- (b) **Communication between the Owner and the Commissioner.** If the Commissioner decides to terminate this Agreement under 9.2(a), he shall confer with the Owner before suspending this Agreement, although the Owner's permission to terminate is not necessary.
- (c) **Effective Date of Termination.** If the Commissioner terminates this Agreement under Section 9.2(a), the termination is effective when the Player receives the Commissioner's written notice of termination.
- (d) **Consequences of Termination.** If the Commissioner terminates this Agreement under Section 9.2(a)
 - (i) the Player shall no longer provide his services to the Owner;
 - (ii) the Owner shall no longer provide Payment to the Player; and
 - (iii) neither party has any further rights or obligations under this Agreement, except for the Club's rights and the Player's obligations arising from any one or more of the Player's breaches of covenants.

9.3 Termination by the Owner

- (a) **Grounds for Termination.** The Owner may terminate this Agreement by written notice to the Player at any time if the covenants stated in Articles 2, 3, and 7 have not been satisfied or waived on or before the end of the **Term**.
- (b) **Communication between the Owner and American League Commissioner.** If the Owner decides to terminate this Agreement under 9.3(a), he shall confer with the Commissioner before suspending this Agreement, although the Commissioner's permission to terminate is not necessary.
- (c) **Effective Date of Termination.** If the Owner terminates this Agreement under Section 9.3(a), the termination is effective when the Player receives the Owner's written notice of termination.
- (d) **Consequences of Termination.** If the Owner terminates this Agreement under Section 9.3(a)
 - (i) the Player shall no longer provide his services to the Owner;
 - (ii) the Owner shall no longer provide Payment to the Player; and
 - (iii) neither party has any further rights or obligations under this Agreement, except for the Club's rights and the Player's obligations arising from any one or more of the Player's breaches of covenants.

Comment [19]: The conditions model from acquisition doesn't work. The covenants must be performed throughout the Term.

9.0 Third highest in the class.