

UNIFORM PLAYER'S CONTRACT

American League of Professional Baseball Clubs

Parties	Between <u>NEW YORK YANKEES</u> herein called the Club, and <u>Mickey C. Mantle</u> of <u>Commerce, Oklahoma</u> , herein called the Player.
Recital	The Club is a member of the American League of Professional Baseball Clubs, a voluntary association of eight member clubs which has subscribed to the Major League Rules with the National League of Professional Baseball Clubs and its constituent clubs and to the Major-Minor League Rules with that League and the National Association of Baseball Leagues. The purpose of those rules is to insure 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 consideration of the facts above recited and of the promises of each to the other, the parties agree as follows:
Employment	1. The Club hereby employs the Player to render, and the Player agrees to render, skilled services as a baseball player during the year <u>1957</u> 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).
Payment	2. For performance of the Player's services and promises hereunder the Club will pay the Player the sum of <u>\$60,000.00</u> , 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 rate of payment 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 sum 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. If the rate of payment stipulated above is less than \$6,000 per year, the player, nevertheless, shall be paid at the rate of \$6,000 per year for each day of his service as a player on a Major League team.
Loyalty	3. (a) The Player agrees to perform his services hereunder diligently and faithfully, to keep himself in first class physical condition and to obey the Club's training rules, and pledges himself to the American public and to the Club to conform to high standards of personal conduct, fair play and good sportsmanship.
Baseball Promotion	(b) In addition to his services in connection with the actual playing of baseball, the Player agrees to cooperate with the Club and participate in any and all promotional activities of the Club and its League, which, in the opinion of the Club, will promote the welfare of the Club or professional baseball, and to observe and comply with all requirements of the Club respecting conduct and service of its teams and its players, at all times whether on or off the field.
Pictures and Public Appearances	(c) The Player agrees that his picture may be taken for still photographs, motion pictures or television at such times as the Club may designate and agrees that all rights in such pictures shall belong to the Club and may be used by the Club for publicity purposes in any manner it desires. The Player further agrees that during the playing season he will not make public appearances, participate in radio or television programs or permit his picture to be taken or write or sponsor newspaper or magazine articles or sponsor commercial products without the written consent of the Club, which shall not be withheld except in the reasonable interests of the Club or professional baseball.
Player Representations	4. (a) The Player represents and agrees that he has exceptional and unique skill and ability as a baseball player; that his services to be rendered hereunder are of a special, unusual and extraordinary character which gives them peculiar value which cannot be reasonably or adequately compensated for in damages at law, and that the Player's breach of this contract will cause the Club great and irreparable injury and damage. The Player agrees that, in addition to other remedies, the Club shall be entitled to injunctive and other equitable relief to prevent a breach of this contract by the Player, including, among others, the right to enjoin the Player from playing baseball for any other person or organization during the term of this contract.
Ability	(b) The Player represents that he has no physical or mental defects, known to him, which would prevent or impair performance of his services.
Condition	(c) 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).
Interest in Club	5. (a) The Player agrees that, while under contract, and prior to expiration of the Club's right to renew this contract, he will not play baseball otherwise than for the Club, except that the Player may participate in post-season games under the conditions prescribed in the Major League Rules. Major League Rule 18 (b) is set forth on page 4 hereof.
Service	(b) The Player agrees that, while under contract, and prior to expiration of the Club's right to renew this contract, he will not play baseball otherwise than for the Club, except that the Player may participate in post-season games under the conditions prescribed in the Major League Rules. Major League Rule 18 (b) is set forth on page 4 hereof.

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. (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). (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. (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. (e) In the event this contract is assigned by a Major League Club to another Major League Club during the playing season, the assignor Club shall pay the Player, for all moving and other expenses resulting from such assignment, the sum of \$300 if the contract is assigned between Clubs in Group A or between Clubs in Group B, and the sum of \$600 if the contract is assigned between a Club in Group A and a Club in Group B. Group A shall include the Brooklyn, New York, Philadelphia and Pittsburgh Clubs in the National League and the Baltimore, Boston, New York and Washington Clubs in the American League; Group B shall include the Chicago, Cincinnati, Milwaukee and St. Louis Clubs in the National League and the Chicago, Cleveland, Detroit and Kansas City Clubs in the American League. In the event this contract is assigned by a Major League Club to a Minor 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.
No Salary Reduction	
Reporting	
Obligations of Assignor and Assignee Clubs	
Moving Expenses	
"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	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. (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: (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.
By Player	
By Club	
Procedure	

(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.

(3) If this contract is so claimed, the Club shall, promptly and before any assignment, notify the Player that it had requested waivers for the purpose of terminating this contract and that the contract had been claimed.

(4) Within 5 days after receipt of notice of such claim, the Player shall be entitled, by written notice to the Club, to terminate this contract on the date of his notice of termination. If the Player fails so to notify the Club, this contract shall be assigned to the claiming club.

(5) If the contract is not claimed, the Club shall promptly deliver written notice of termination to the Player at the expiration of the waiver period.

(g) Upon any termination of this contract by the Player, all obligations of both parties hereunder shall cease on the date of termination, except the obligation of the Club to pay the Player's compensation to said date.

Regulations

8. The Player accepts as part of this contract the Regulations printed on the fourth page hereof.

Rules

9. (a) The Club and the Player agree to accept, abide by and comply with all provisions of the Major and Major-Minor League Rules which concern player conduct and player-club relationships and with all decisions of the Commissioner and the President of the Club's League, pursuant thereto.

Disputes

(b) In case of dispute between the Player and the Club, the same shall be referred to the Commissioner as an arbitrator, 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.

Publication

(c) The Club, the League President and the Commissioner, or any of them, may make public the findings, decision and 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.

Renewal

10. (a) On or before January 15 (or if a Sunday, then the next preceding business day) of the year next following the last playing season covered by this contract, the Club may tender to the Player a contract for the term of that year by mailing the same 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. If prior to the March 1 next succeeding said January 15, the Player and the Club have not agreed upon the terms of such contract, then on or before 10 days after said March 1, the Club shall have the right by written notice to the Player at said address to renew this contract for the period of one year on the same terms, except that the amount payable to the Player shall be such as the Club shall fix in said notice; provided, however, that said amount, if fixed by a Major League Club, shall be an amount payable at a rate not less than 75% of the rate stipulated for the preceding year.

(b) The Club's right to renew this contract, as provided in subparagraph (a) of this paragraph 10, and the promise of the Player not to play otherwise than with the Club have been taken into consideration in determining the amount payable under paragraph 2 hereof.

11. 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, Club or the League and subject also to the right of the Commissioner to suspend the operation of this contract during any national emergency.

Commissioner

12. 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 Executive 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

The Club and the 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 thereto duly authorized by the president or Board of Directors, as evidenced by a certificate filed of record with the League President and Commissioner) and complying with the Major and Major-Minor League Rules.

Special Covenants

Approval

This contract or any supplement hereto shall not be valid or effective unless and until approved by the League President.

Signed in duplicate this 6th day of February, A. D. 195 7

Neal Monte (Player) Harry G. Yarbrough (Club)

(Home address of Player) By John Smith (Authorized Signature)

Social Security No. _____

Approved _____, 195 _____

President, American League of Professional Baseball Clubs

REGULATIONS

1. The Club's playing season for each year covered by this contract and all renewals hereof shall be as fixed by the American 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. 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 this 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.