

**SMOKEY MOUNTAIN NET ELITE COLLEGIATE
BASEBALL PLAYER AND COACH
CONTRACT**

1. Parties

THIS PLAYER CONTRACT ("Contract") is made between the _____, a team in Smokey Mountain NET Elite ("League") ("Player"), for the purposes, among others, of setting forth the terms and conditions under which the Player may play baseball for the Club or any other baseball organization in the League during the term set forth.

Therefore, in consideration of the promises of the parties and other matters set forth hereafter, and other good and lawful consideration received, the sufficiency and adequacy of which each party hereby acknowledges, the parties agree as follows:

2. Employment

The Player hereby pays \$375 for pitchers and \$550 for position player to the Smokey Mountain NET Elite Baseball Collegiate league in return he abides by the rules set forth by the league and coaches. Payment to the league gives right to the player to participate on a team. Player to render and Player hereby agrees to render, skilled services as a baseball player for all games of the Club in the League during the 2019 season from the start of the season to the end and after the date of this Contract. Unless this contract is terminated by the league the player will receive shirt with number to be used as a jersey and a team in return for the league fee.

3. Payment

- (a) For the services and other obligations of the Player under the terms of this Contract, the league will collect full league fee in advance from each player. Once this money is received by the league from the player it is deemed nonrefundable unless the league determines otherwise. If a player joins a team later in the season there could be a discount from the league fee if the league agrees upon it.
- (b) In the event that all or any part of the League's playing season for Regular Season games is suspended or canceled for any reason, the League has no obligations for repayment. In addition, Player shall not be entitled to any repayment during the period such Player is on the Suspended List of the Club, any period during which the Player fails or refuses to play games for the Club, or any time after this Uniform Contract is terminated.
- (c) Notwithstanding any other provisions in this Contract, the Club shall be under no obligation to pay Player any monetary or other compensation as the player pays the league. The league does not provide the player with a job. Jobs may be available for the player to pursue.

4. Term of Contract

This agreement shall commence on the last game of the season whether that be regular season or playoffs. Unless player is suspended or unable to continue playing which the contract terminates after last game. The contract is only good for the player while on the field during a league game. The contract does not include anything the player does before or after the game, unless a violation of league rules in which the player could be banned or suspended depending on the league rules and agreements. Each player must have health insurance; the league will have supplement secondary insurance that covers the players secondary if an injury occurs on the field during the game that coincides with the insurance policy which can be read under insurance section of the website.

5. Player Representation

As an inducement for the player to enter into this Contract, Player represents to the Club that: (a) at the time Player signs this Contract, Player is not under contract or contractual obligations to any other baseball team or baseball league to perform services as a Player outside his college team and to this league., other restrictions which would prohibit him from entering into and carrying out all of his obligations under this Contract, and that he is capable of and will perform with all his skills the services stated and such other duties as may be required of him under this Contract; (b) the Player has no physical or mental defects known to him which would prevent or impair the performance of his services as a skilled baseball player and has never sustained any physical or mental disabilities or defects which would be exacerbated or otherwise worsened by playing baseball for the Club; (c) Player is not a party to, and during the term of this contract will not enter into, any agreement or contractual obligation which conflicts with any of Player's obligations under this Contract; (d) the Player is a United States citizen or, if not a United States citizen, he will assist the Club in obtaining the proper documentation to play in the League if needed; (e) Player's name as set forth in this Contract is his proper and legal name and is not a fictitious or assumed name; and (f) Player is full age and competent to execute this Contract. (g) The player will carry out all duties the league requires and duties his coach tells him. (h) The player will attend every game playing as expected by a collegiate league player.

6. Loyalty

Player agrees to serve the Club diligently and faithfully, to report at the time and place fixed by the Club in good physical condition, to keep himself in first-class condition, to observe and comply with all rules and regulations of the League and the Club and to conform to the highest standards of personal conduct and good sportsmanship at all times, and not to do anything which

is detrimental to the best interests of the Club or the League. Player also covenants to assure that all the Player Representations in effect at all times during the term of this Contract. In addition, Player agrees to cooperate with the Club and the League. All such pictures, telecasts, interviews and summaries shall be owned by the League and may be directly or indirectly reproduced, disseminated, and distributed by the Club or League without further compensation to the Player. All monies or other compensation arising therefrom shall be payable to the League or Club, whichever is applicable.

7. Disability of Player

If the Club places a Player on the Injured List at any time the player is deemed and the contract will be terminated. If the player injury will further him playing any the rest of the season the contract will be over and if the league chooses may compensate some money back depending on league decision.

If a Player is receiving any compensation from the insurance company or any surgical, medical, or hospitalization insurance payments for surgery, hospital care, or other medical treatment otherwise will not be paid out by the league or club, Player shall have insurance and the league through a company will have secondary insurance. The insurance company will be responsible for paying out and has their own terms and conditions.

Player hereby releases and waives every claim he may have against the League and every member of the League (i.e. Club owners), arising out of or in connection with any fighting or other form of unsportsmanlike conduct occurring during the course of any practice, exhibition, championship season game or playoff game.

8. Other Lists

Player recognizes and acknowledges that the Club or League may from time to time place Player's name on the suspension list if necessary.

9. Physical

It is not up to the club or league to conduct a physical on the player. If the club or league deems a player is not fit or unable to play due to mental or physical conditions he will be removed from the league. If the player knowingly plays in the league with a direct mental or physical condition the league is not liable for the player. Signing this contract the player has to know he is able to compete without any physical or mental hindrance to himself or the league.

The parties acknowledge that Player's playing baseball and providing other services to Club are unique and irreplaceable, and that Player's failing to play baseball for or provide other services to the Club as called for under this Contract or playing baseball for any entity other than the Club will cause the Club serious and irreparable harm and damage. As a result, Player acknowledges and agrees that in the event Player violates any of the provisions of this Section,

the Club, may at its option and in addition to any other remedies which it may have in law or in equity, obtain an injunction or other extraordinary equitable relief prohibiting and restraining the Player from playing baseball with any other entity than the Club and otherwise violating or continuing to violate any of the provisions of this Section of the Contract.

10. Coach Responsibilities

Each coach is responsible for his club team from when the players arrive on the field before a game until the game has ended and the players have done everything within reason that the coach ask for. Each Coach will help recruit players to his team and attend all league functions that he is required to attend such as the draft, games, or any other activities the league ask him to be there for within reason. The coach is to communicate with his players and lead them in a respectable matter in which the league would commend. The coach will receive _____ compensation for his work from the league. He will receive his money in two portions. Once during the season and once after the season is over and he has completed all the league requirements. The coach can be suspended or fined if he doesn't conduct himself in the matter with which the league has set or does not attend all games and other events.

Each coach will be present at the draft in which every player will be at. The coach with help of others will lead them through a brief workout and each coach will draft in the matter the league has arrange the players. The players drafted will make up the coaches team in which he cannot trade, suspend, or add new players without the leagues consent.

Coaches also will have to abide by the physical part outline in this contract. No coach can coach knowing he is unfit to coach whether it be physical or mental. Each of these athletes will look to the coach as leader in which he will have to conduct himself. Each coach needs to may time available to be at the games well in advance and stay until the games are over. Each coach will abide by the by laws and rules set forth by the league. Altering any of these by laws or rules can lead to termination of your payment and suspension of the league. Coaches are to look at for the well being of all their players' health and condition.

Each coach will have numerous before and after game duties which will be outlined in the bylaws which each and every coach will have to follow. Coaches will have full backing with the league and are required to report any misconduct, legal activity, or conditions that can hurt the face of the league at any time. The league is also over the coaches and at any time can suspend or terminate the contract with them.

All other areas of this contract apply to the coach with the exception of player representation, player payment to league, and disability from playing.

The Club may terminate this Contract by giving written notice or telefax notice to the Player at any time if the Player shall: (a) fail, neglect, or refuse 10 conform Player's personal conduct to high standards of good citizenship and good sportsmanship, or good moral character; or (b) fail,

refuse, or neglect to keep himself in first-class physical condition; or (c) fail, refuse, or neglect to obey or comply with any of the Club's requirements pertaining to Player's conduct and services; (d) fail, refuse, or neglect to render services pursuant to the terms of this Contract, or in any other manner materially breach or violate the provisions of this Contract; or (e) become disabled or otherwise physically or mentally unfit or unable to perform his services for the Club with the same degree of ability which he previously exhibited; or (f) bet, or offer or attempt to bet, money or anything of value on the outcome of any game participated in by any Club which is a member of the League.

11. Other Requirements

The parties acknowledge that this Contract and their respective rights and obligations under this Contract are subject to and may be supplemented by provisions in the League's Code of Regulations, By-Laws, and Rules and Regulations, and other rules which the Club may adopt. In the event of any conflict between any of the foregoing documents and this Contract, the provisions of the foregoing documents shall govern. If Player breaches or fails to comply with any other provisions of the foregoing documents, Player shall be deemed to have breached and violated the Contract.

12. Discipline

If Player breaches or violates any of the provisions of this Contract or the Code of Regulations, By-Laws, or Rules and Regulations of the League, or any Rules and Regulations of the Club, the Club may impose a reasonable fine upon Player and deduct the amount thereof from Player's compensation, may suspend Player without compensation for such period as the Club deems appropriate, or both. Upon suspension of the Player, the Club shall place the Player's name on a Suspended List prescribed by the League.

Club will select and furnish Player with shirts and hats only. For purposes of this Contract, the Regular Season means that period of the year during which League games among teams in the League have been scheduled by the League prior to the commencement of such season in order to determine the teams which will participate in the Championship and Playoff Series.

This Contract shall be valid and binding upon the parties immediately upon its execution. The Club shall file a copy of this Contract with the League Commissioner within 72 hours of its execution. If pursuant to the League Code of Regulations, By-Laws and/or Rules and Regulations, the Commissioner disapproves this Contract within seven (7) days after receipt thereof, this Contract shall thereupon terminate and be of no further force or effect and the Club and Player shall thereupon be relieved of their respective rights and liabilities hereunder. No

amendment or other modification or alteration of this Contract shall be effective or binding upon the parties until such amendment or other modification has been reduced to writing and approved in writing by the Commissioner of the League.

Special Provisions

The Player and Club acknowledge that this is a partial season contract beginning on the date signed below. The Player agrees that he owes the league fee as defined above.

Intending to be bound by all the terms of this Contract as soon as this Contract has been approved in writing by the Commissioner of the League, the parties have signed this Contract, or otherwise caused their authorized officials to execute this Contract, on this ____ day of _____ 20____.

AS TO PLAYER signed this ____ day of _____ 20____.

Player or Coach Print Name Here: _____

Home Address: _____

City, State, and Zip: _____ Home Phone: _____

Birthdate: _____ Position: _____

Player or Coach Signature: _____

Approved:

Commissioner Signs:

Date: