**PLAYER CONTRACT**

1. **Contracting parties**

Player’s name ("player")

Address

Postal address

Social security number

Club’s name (”club”)

Address

Postal address

Business ID

Contact person

1. **The purpose and composition of the contract**

By this contract is made an agreement that the player participates in the club’s trainings and plays the league in the teams of the club. It is possible to form an employment relationship between the club and the player if the relationship between them fulfills the characteristics of an employment contract. The player contract may also be non-employment. If the employment relationship is formed the terms of this contracts are observed in addition of the employment contract law, the working hours law and the compulsive regulations of the annual leave law.

*Help: For clarity you can note here whether it’s an employment relationship or not. The composition of the contract is solved by the applicable legislation and the club is not allowed to change the composition of the contract by nominating the contract in other way.*

1. **The rights and obligations of the player**

**3.1 Trainings, camps and league matches of the club**

There is an official program for the club for every season (attachment 1). Trainings and league matches of the club are listed in the program. Possible changes may occur during the season especially in the qualification matches and playoffs of the tennis league. However, the amount of trainings and league matches are not allowed to change essentially from the original program.

The player has the right and obligation to participate in the trainings of the official program. The player and the coach can make an agreement together where the player is not obliged to participate in the trainings and the player takes care of some parts of the training independently.

The player is obliged to participate in the league matches of the official program. The player is obliged to play in the league team the club has established unless there has been made an agreement that the player plays only in the determinated league team. The head coach of the club is responsible for deciding who will play thus the player has no right to play in the determinated league matches. However, it’s not allowed to be inappropriate or discriminatory.

If the player can’t participate in the practice or league matches due to illness, injury or other cause the player must inform about it for the club’s head coach immediately.

**3.2 Playing in the national and international competitions**

The player can dispose by him-/herself his/her own match program but however it can’t disallow the player for participating in the trainings or league matches of the official program. The player is obligated to represent the club always when playing in the national and international competitions.

*or*

The player can dispose his/her own match program but however it can’t disallow the player for participating in the trainings or league matches of the club’s official program. The player is free to represent other club in the national and international competitions.

*Help: The club can obligate the player for represent the club also in other competitions. Choose one of the texts above which is adapted in the contract.*

The player has the right to participate in the national championships played in Finland and in the activity of the national team even though they were at the same time as the trainings and league matches noted in the club’s official program. The player has the responsibility to inform the club early if he/she must default from the official training or league matches.

**3.3 Other representation events**

The player commits to be available unpaid in the club’s or the club’s cooperation partner’s events at most *XX* events per year. The events will be executed if possible together with the league matches and at least without having essential disadvantage for the player’s match program.

**3.4 Representation outfits, player’s photo use and other marketing procedures**

The player is obliged to use the kits and other representation outfits established by the club for the player in the trainings and league matches of the club’s official program regarding the article 3.1 and in the representation events regarding article 3.3. In other trainings, competitions and events the player is free to use his/her own kits and representation outfits.

The club has an exclusive right to instruct which advertisements are used in the kits and representation outfits of the club. The player is not allowed to make competing cooperation partner deals that disallows him/her to use the kit or representation outfits of the club. However, the player has the right to use *XX* pcs personal cooperation partners’ advertisements in the club’s kit. The advertisements must fulfill the regulations of the international and national federation about the size and the placement. The player must get an approval for the advertisements in advance from the club and they are not allowed to work in the same business with the club’s cooperation partners or to be against the law and the good manners.

The player gives the permission for the club to use the player’s name, photo and voice in the communication and marketing of the club. Using this permission is not paid with a separate compensation. To clarify is noted that with this contract none of the copyrights, rights for trademarks or other intellectual property rights are handed over.

**3.7 Anti-doping, betting and match-fixing**

The player commits to get acquainted with the valid national and international anti-doping rules and to comply them. In addition, the player gets acquainted and comply the anti-doping program of the Finnish Tennis Association. The player commits to cooperate with the anti-doping organization for examining the anti-doping rule violation.

The player commits that he/she won’t participate by him-/herself or via his/her delegate in betting in his/her own sport. The player also commits not to participate in any match-fixing.

If the player doubts or observes anti-doping rule violations or match-fixing either offered for him/her or other way the player commits to inform about it immediately to the club, Finnish Tennis Association and Finnish Center for Integrity in Sports (FINCIS).

**3.8 Other responsibilities**

The player takes care of having valid personal sport insurance and valid competition license of the Finnish Tennis Association and has paid the membership fee of the club.

The player commits to follow the competition and disciplinary regulations of the Finnish Tennis Association.

The player is demanded for acting athletic both on and outside the court and the player is not allowed to give any statements insulting his/her club or its stakeholders. The player must also understand his/her role as a role model of tennis for young tennis players and to behave like that.

## **Fees, mileages and other benefits**

**4.1 Fees**

The player is paid match fees and bonuses for the played tennis league matches in the representative team according to the fee attachment (attachment 2). The fees are paid straight to the player or to the player’s coaching fund. Alternatively, the fees can be paid against the bill made by the player’s established company. If paying the fees for the player’s established company the player is responsible of the value added tax, employer obligations, and other possible tax consequences.

**4.2 Mileages**

The travelling and accommodation charges caused for travelling to the tennis league matches are refunded for the player against the vouchers according to the fee attachment (attachment 2). The player must always suggest the travelling plan for getting an approval by the club before travelling to the league matches. Only the charges according to the approved travelling plan will be refunded.

**4.3 Other benefits**

The player gets *XX* pcs tickets for the club’s home matches.

1. **Validity and termination of the contract**

The contract is valid for the set period *xx.xx.20xx-xx.xx.20xx*. If the contract lasts for more league seasons and the representative team declines to the lower league level in the middle of the contract season the player has the right to terminate the contract in the end of the league season when the decline happens. In that case the contract must be terminated in a week since the decline is confirmed.

Differing from the contract period both parties have the right to reverse this contract to terminate immediately if the other party has abrogated essentially the matters agreed in this contract and the abrogated party hasn’t fixed his/her procedure during 30 days after the other party’s written notification. Essential contract infractions are for example unsportsmanlike behavior, solving statement of the club or its stakeholders or incomplete fulfilling of the economic commitments

If the player is guilty of a doping violation, betting his/her own match or match-fixing the club has the right to terminate the contract immediately. Hence the player is committed to pay back the fees and benefits received during the contract period.

If the club doesn’t fulfill the obligations mentioned in this contract the player can desist his/her own obligations until the club fulfills the obligations. If the player doesn’t fulfill the obligations settled in this contract the club can desist its own obligations until the player fulfills the obligations.

1. **Changes**

Changes for this contract must be done literary and get confirmed by both parties with signatures.

1. **Confidentiality**

The parties are committed in confidentiality for unlimited time with this contract’s terms and other possible trade secrets of the other party mentioned in this contract. However, the confidentiality doesn’t concern the information that a) is know publicly without breaking this confidentiality b) are got non-confidentially from another party who doesn’t belong in this contract or c) a party has independently developed or created.

1. **Damages**

Either of the parties isn’t responsible for indirect damages. Limited responsibility doesn’t concern the damages made by offending the confidentiality or on purpose or aggravated carelessly.

1. **Personal data management**

Due to this contract the club has the right to process the personal data related to the player. The player accepts that the player’s name, photo and results and other information collected with the player’s approval are published at the club’s website and at the Finnish Tennis Federation’s competition system. Detailed document concerning the personal data management is found at the club’s website.

1. **Applicable law and dispute resolution**

In this contract is dispensed the Finnish law excluding the regulations concerning the chosen law. Possible disagreements are resolved without delay with the negotiations of the athlete and the club without unnecessary publicity. While negotiations are unfinished the both parties are committed for not giving any information in public about the subject matters of the negotiations. If the negotiation doesn’t lead the parties to an agreement with a satisfying result the disagreements are solved in the arbitration with the norms of the Finnish Sports Arbitration Board.

1. **Signatures**

This contract is made of two identical pieces, one for each party.

Date and place

Club Player Player Custodian (if a player under 18 years)

**Attachments**

Attachment 1 season program
Attachment 2 fee attachment