

# 2010 USL STANDARD CONTRACT FOR PROFESSIONAL PLAYERS

USISL, Inc., dba United Soccer Leagues  
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\_\_\_\_\_  
(CLUB NAME)

## THE PARTIES TO THIS CONTRACT,

dated \_\_\_\_\_, 20 10 ("date of entry into force") are the \_\_\_\_\_ (hereinafter called "Club"), and \_\_\_\_\_ (hereinafter called "Player"). The parties hereby agree as follows:

### 1. TERM

This contract covers \_\_\_\_\_ ( ) playing season (s), and will begin on \_\_\_\_\_, 20 10 and end on \_\_\_\_\_ 20\_\_\_\_\_, unless terminated or renewed as specified below.

*Note: Contract end date may not be later than December 31<sup>st</sup> following the final playing season. The actual date by which all players in the final season of their contract are considered free to engage in dialogue regarding future employment with other USL clubs is set forth annually in the League Regulations. All contracts must encompass at least one (1) playing season and may not expire earlier than the final projected date of the respective League's regular season.*

#### OPTION (See Part 14 for definition)

Option will begin on \_\_\_\_\_, 20\_\_\_\_ and end on \_\_\_\_\_ 20\_\_\_\_\_.

unless terminated or renewed as specified below.

*Note: Option must begin on day following end date of original term. The length of option shall be no less than one (1) playing season and no more than two (2) playing seasons. The entire period of the Contract (including option years) may not exceed five (5) seasons.*

### 2. COMPENSATION

Club agrees to pay Player the compensation described in Addendum B attached to this Contract at such times as are called for in Addendum B. Unless otherwise specifically set forth herein, compensation for playoffs shall be paid on a prorated basis using Player's salary as a base. Season compensation shall cease in conjunction with the final regular season or playoff game, whichever comes later. If Player competes for team in any exhibition scheduled outside of the payment schedule start and end dates (as specified in Addendum B), he will be compensated on a pro-rated or per game basis consistent with Section IA of Addendum B.

### 3. PLAYER REPRESENTATIONS

As an inducement for Club to enter into this Player Contract, Player represents to Club that:

(a) At the time Player signs this Player Contract, Player is not under contract or contractual obligation to any other soccer club or soccer league to perform services as a Player, and is under no contractual or other restrictions that would prohibit him from

entering into and carrying out his obligations under this Player Contract.

(b) Player does not, directly or indirectly, own any stock or have any other financial interest in the ownership or earnings of any Club, other than the club for which he plays, in this League. If Player holds interest, then he must disclose this financial interest, currently or in the future, in an addendum to this contract. Any ownership / financial interest claim will be invalidated by the League if said addendum is not properly filed.

(c) Player's name as set forth in this Player Contract and in his signature to this Contract is his proper and legal name and is not a fictitious or assumed name; and

(d) Player resides in the Country or Territory legally and Player is not in violation of the immigration laws of the Country or Territory.

(e) In the event Player was represented by an Agent during the negotiation, it must be reflected in Addendum C of this Contract.

### 4. PLAYER OBLIGATIONS

Club hereby retains Player as a skilled player to render, and Player agrees to render, skilled services as a soccer player during the term of this Player Contract, including Club's official training season, exhibition games, regular season and playoff games.

Player shall comply with all reasonable rules and regulations previously or hereafter established by Club and League. Failure by Player to comply with any rule or regulation shall be grounds for Club to terminate this Player Contract in its sole discretion in accordance with Section 12a. In addition to said rules and regulations Player agrees to the following:

(a) Player shall attend all training or practice sessions as called by the Coach or Club unless the Coach or Club excuses Player's attendance;

(b) Player shall attend all exhibition games held during the season, all regular season games and all playoff games unless excused by Coach or Club;

(c) Player shall cooperate with Club and participate in any and all promotional activities of Club or the USISL Inc., which in the sole opinion of Club, will promote the welfare of Club, USISL Inc. or of the sport of soccer; Club shall reimburse Player for reasonable out-of-pocket expenses incurred by Player in connection with said promotional activities required of Player;

(d) Player shall report to Club in good physical condition and shall keep himself throughout the term of the contract in good physical condition;

(e) Player agrees to disclose to Club any previous injury or any limitation to his physical ability to play soccer, including any "permanent disability rating" previously assigned and the specific nature of that injury;

(f) Player shall give his best services as well as his loyalty to Club, and shall play soccer only for Club and Club's permitted assignees during the term of this Player Contract;

(g) Player shall conduct himself on and off the field according to the highest standard of honesty, morality, fair play and sportsmanship and shall not do anything, which is detrimental to the best interest of Club or League;

(h) Player shall wear or use only the uniform, equipment and gear provided to Player by Club. Player shall not alter or disfigure these items. Player shall return, upon request of Club, all uniforms, equipment and gear so provided at termination of this Contract or end of the playing season, whichever occurs first. Player shall not wear or use any personal equipment item, article of apparel or any other item with or upon his uniform or person that is not approved by Club or is not in compliance with rules and regulations of League.

(h) Player shall be liable to Club for fines levied against Club by League on account of misconduct by Player. Club shall have the right to institute a schedule of player fines to ensure compliance with club's rules and regulations provided that (a) said fines are reasonable in relation to player salaries; (b) the League has received and approved the schedule of fines prior to Club's preseason training; and (c) that Club has distributed said schedule of fines to each player prior to preseason training. Failure by Club to do so may result in the invalidation of assessed fines by the League as deemed appropriate.

(i) Player agrees to refrain from the use, possession and distribution of illegal drugs. Player agrees to comply with reasonable testing procedures established by Club to determine Player's use of illegal drugs.

(j) Player shall not compete on any other organized soccer team or League during the length of this contract without consent of the Club.

## **5. CLUB OBLIGATIONS**

Club shall operate a professional soccer team in USL. Should Club fail to operate a professional soccer team within USL, this contract shall be terminated. Further, if Club is operating a team in the USL professional division at the time of the contract's execution and in a subsequent season commits to a league in the USL amateur division, this contract will be terminated. The termination date shall be recognized as the time the League officially accepts this team's USL amateur division commitment for the following season.

(a) Club shall supply uniform, equipment and gear to Player.

(b) Club shall provide reasonable transportation, lodging and meals to Player while Club is playing "on the road" if Player is on Club's active roster for the "road" game and if Player is required to remain "on the road" overnight.

(c) In the event Player is not a citizen of the country of the club by which they are employed and does not enjoy resident alien (US) or landed immigrant (Canada) status, Club shall be responsible for obtaining a valid Work Visa prior to paying Player or utilizing his services in a League match. A copy of approved Visa document is to be submitted to USL Office Registrar upon receipt. Proper Visa documentation is a precondition to Player's eligibility.

(d) Club shall be responsible for annually communicating the League established post-season date by which all players in the final season of their contract are considered free to engage in dialogue with other USL clubs.

(e) As the employer, Club shall act in accordance with all applicable Federal or State / Provincial requirements related to provision for insurance of the player.

## **6. PARTICIPATION IN OTHER ACTIVITIES**

Player and Club acknowledge and agree that Player's participation in certain other sports or physical activities may impair or destroy his ability and skill as a soccer player. Player agrees to seek consent of Club prior to engaging in such other sports or physical activities. Failure to do so in advance may result in termination of the Contract.

## **7. PLAYER'S FITNESS TO PLAY**

Club shall conduct an examination of Player performed by a licensed physician prior to execution of this contract. It is recommended for Club to conduct a similar examination prior to Player's departure in the event Player is transferred, as well as prior to each playing season. (The above language is subject to any current or subsequent FIFA legislation specifically addressing the same.)

## **8. PLAYER'S LIKENESS**

Player shall permit his picture to be taken for still photographs, videos, motion pictures or television at such times and at such places as Club may designate, and to use his name in connection therewith; he shall also permit his name, portrait, picture and voice to be used

by Club and the League on all writings or audiovisual displays relating to promotional, endorsement and publicity activities, and all rights to the foregoing shall belong exclusively to Club and the League. Club may assign such rights, for its sole benefit, during the life of this Agreement. Player further agrees that during the term of this Player Contract he will not make public appearances, participate in radio or television programs, permit his picture to be taken while in Club's uniform, sponsor or permit his name or likeness to be used in conjunction with any commercial purpose, or write or sponsor any newspaper, magazine, or any other article for publication without the express written consent of Club.

## **9. EQUITABLE RELIEF**

Player represents that he possesses unique knowledge and skill as a soccer player and that his services to be rendered hereunder are of an unusual and extraordinary character with peculiar value, which cannot be adequately compensated for in damages at law. Any breach of this Contract by Player would cause Club irreparable injury. Therefore, Club shall be entitled (in addition to its other remedies) to enjoin Player from taking or continuing any course of conduct, which would or might constitute a breach of this Contract.

## **10. RIGHT TO ASSIGN**

This contract may not be assigned to a professional indoor soccer club without the written permission of Player and USL. Club may assign this Player Contract to any other Outdoor professional soccer club / league in the United States, or to any other soccer club in a FIFA member nation but Club must have consent of Player for international transfer. In addition, if Club decides to sell its franchise to any other individual or entity, Club shall be entitled to assign this Player Contract to any such individual or entity.

## **11. TERMINATION BY PLAYER**

Player may terminate this Contract in the event of a material breach of the duties and obligations by Club if he notifies Club and League in writing, via certified mail, of the breach and Club fails to remedy the breach within seven (7) calendar days. Club shall, within seven (7) calendar days, either: (1) cure breach; or (2) release Player from contract and registration; or (3) submit evidence to the League, with a copy to Player, disputing that Club is in breach of this Contract. Termination of this Contract by Player shall not relieve Club of legal obligation for past compensation due.

## **12. TERMINATION BY CLUB**

(a) Club may terminate this contract by reason of Player's material breach of the contract terms. Player shall have the right of appeal to the USL Office as to whether a material breach occurred; additionally,

(b) This contract is not guaranteed by Club and Player may be released at any time. However, Club recognizes that in the event of release not predicated on Player's material breach this Contract is subject to the principles set forth in the FIFA Regulations for the Status and Transfer of Players where applicable and unalterable.

(c) Club is bound by FIFA regulations when / if Player is released from the Master Roster and is required to notify Player (copy USL) in writing. USL will only formally remove Player from the club's Master Roster when it receives the written notification which includes the respective Federation form with the release portion filled out and a copy of the letter that was sent to Player, or will otherwise recognize Player as under continued contract with Club. Club may terminate Contract subject to the specific terms of Player's contract. Upon termination, all rights and obligations of Club and Player expire, provided Club's actions are in accordance with the USL Standard Professional Player Contract and FIFA regulations.

### 13. DISPUTE RESOLUTION

(a) The parties agree that all disputes relating to or arising out of this Contract or Player's relationship with Club or League including, but not limited, disputes related to compensation, benefits, discipline, or the termination of this Contract shall be presented to the USL Office, pursuant to the League Bylaws for final decision by the League.

(b) If either Player or Club is dissatisfied with the decision of USL as referenced in subsection 13 (a), above, it may serve notice of a demand for binding arbitration on the other party within seven (7) calendar days of the receipt of the League's decision. The dissatisfied party must provide a minimum of three qualified arbitrators from which one will be selected by the other party. The League Office must be copied on any decision to do so within the proscribed time frame. Arbitration shall consist of a single arbitrator system utilizing the rules of the American Arbitration Association and the decision shall be final and not subject to appeal to a court of law. In all circumstances the prevailing party shall bear all the costs of this arbitration proceeding.

(c) Player and Club agree that if either of them brings an action in any court of law or other forum to enforce rights hereunder without first exhausting their remedies under subparagraph (a) herein, such action shall be barred as a result of the remedy provided in subparagraph (a) above, and the prevailing party in any such action shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such lawsuit or proceeding. Under no circumstance shall the League be considered Liable for any action taken by either party as a result of this dispute or League's ruling per Section 13(a) of this contract.

### 14. RENEWAL OF OPTION / TENDER NEW CONTRACT

Club has the further option of extending this contract for up to two seasons at a minimum 10% salary increase per season, provided it is so specified in Section 1 of this Contract. Option must begin on day following end date of original term. If dates are not specified in Section 1 ("OPTION") of this Contract in accordance with the parameters set forth, this Section shall be considered not applicable. All other terms and conditions will remain as stated herein.

Within thirty (30) days after the date specified for termination in Section 1, Club shall send written notice to Player and League of such desire to extend this Agreement. If such notice is sent, the contract shall automatically be extended for the option term specified in Part 1 immediately following the expiration of the original term on the terms contained herein; provided however that the salary to be paid during the option period shall be in an amount to be negotiated in good faith by the parties hereto. It is not required that an option to be agreed to by Club and Player. If the parties cannot reach agreement within thirty (30) days of such notice on a new salary, the salary for the option period shall be automatically set at an amount ten percent (10%) greater than the salary set forth in Addendum B hereto. Provided, however, that this agreement may be renewed in this manner only for one season following the last season covered by this Agreement. Nothing in this paragraph shall be construed to obligate Club to offer Player any new contract for the succeeding season.

### 15. METHOD OF GIVING NOTICE

Any notice, request, demand, approval, or consent required or permitted under this Contract to be given by one party to the other shall be in writing and shall be deemed sufficiently given if delivered in person or mailed via (postage prepaid) "certified-signature" requested within thirty (30) days to such other party at the address set forth in this Contract or to such other address as such other party may previously have furnished to the sender in writing. A copy of the documentation that certifies delivery details should be immediately faxed or mailed to the USL Office. If the notice is given in person, both Club and Player signatures must be present to provide proof of both parties knowledge of the notice.

### 16. AMENDMENTS

This contract represents the entire Player Contract of the parties and supersedes all prior and contemporary oral or written statements, representations and negotiations by the parties and can be amended only by a written amendment signed by Player and a duly authorized representative of Club. A copy of the amendment with signatures should be immediately faxed or mailed to the USL Office.

### 17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State / Province / Territory of \_\_\_\_\_.

### 18. DISCLOSURE

Player agrees not to disclose any terms of this Contract to any other party. Any such disclosure shall be considered to be a breach of this Contract. Breach of this paragraph by Player may result in the levying of a fine by Club, suspension, termination of this Contract, or any combination of the above.

### 19. CAMPS, CLINICS, & OTHER ACTIVITIES

Player agrees that the operation or conduction of any soccer camps, coaching of youth teams, clinics or other promotional activities within the geographic territory of this Club is the sole right of Club. Player agrees that he will not participate in any fashion in other camps, youth team coaching, clinics or other promotional activities unless he requests and receives permission in advance in writing from Club for such participation. This shall not apply to any camps that Player has operated or teams that he has coached prior to his signing a professional contract with this Club.

### 20. NATIONAL TEAMS

Responsibilities of both Player and Club are entirely subject to the FIFA Regulations for the Status and Transfer of Players, which governs this Section of the Contract. Several, but not all, of its conditions are as follows:

"Clubs are obliged to release their registered players for representative teams of the country for which Player is eligible to play on the basis of his nationality, if he is called up by the Association concerned. Any divergent agreement between a player and a club is prohibited. The release of players is mandatory for matches on dates listed in the Coordinated International Match Calendar. Players complying with a call-up from their Association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the match for which they were called up. This period shall be extended to 48 hours if the match concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outward and return schedule ten days before the match. Clubs releasing a player in accordance with the provisions of this annex are not entitled to financial compensation. The Association calling up a player shall bear the costs of travel actually incurred by the player as a result of the call-up. The club for which the player concerned is registered shall be responsible for his insurance cover against illness and accident during the entire period of his release. This cover must also extend to any injuries sustained by the player during the international match(es) for which he was released."

### 21. CLUB EXPENSES

Player shall not be entitled to incur any expenses on behalf of the Club without the express written permission of an Officer of Club.

### 22. AGREEMENT

Per FIFA regulations if an agent is involved in the negotiation of a contract he shall be named in that contract. If Player employed an agent incident to this Agreement, Player agrees that Player is solely responsible for the cost of same.

**23. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter.

**24. SEVERABILITY**

If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

**EXECUTION OF THIS CONTRACT**

I have read and fully understand the terms of the "Standard Professional Contract." By affixing their signatures below, Player and Club indicate their understanding of, and agreement to, all of the provision of this Contract, including all Addenda and any other attachments.

\_\_\_\_\_  
Player's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Club Representative Signature

\_\_\_\_\_  
Date

**ADDENDUM A**

**PLAYER INFORMATION**

\_\_\_\_\_  
Name (First) (Middle) (Last)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State / Province Zip Country

\_\_\_\_\_  
Telephone Number Email Social Security

\_\_\_\_\_  
Date of Birth Place of Birth Citizenship

**PARENTS OR GUARDIAN CONSENT  
(FOR PLAYERS UNDER THE AGE OF EIGHTEEN (18))**

The Player party gives irrevocable consent to the performance and execution of this Contract (including all Addenda and attachments) hereto. Such consent shall be effective as to all provisions and shall be irrevocably given for the duration of this contract. Player's parents or guardian further agree to hold Club harmless for any injury suffered by Player during the term of this Contract.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Father/Guardian (circle one)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Mother/Guardian (circle one)**

## ADDENDUM B

### SALARY-BASED COMPENSATION

A. Club shall pay to Player for services rendered the following salary:

Currency:     US     Canadian     Other (please specify) \_\_\_\_\_

|              |       |  |   |                                  |                                 |
|--------------|-------|--|---|----------------------------------|---------------------------------|
| _____ Season | _____ | <input type="checkbox"/> biweekly<br>(every 14 days) | <input type="checkbox"/> bimonthly<br>(twice a month) | <input type="checkbox"/> monthly | <input type="checkbox"/> yearly |
| _____ Season | _____ | <input type="checkbox"/> biweekly                    | <input type="checkbox"/> bimonthly                    | <input type="checkbox"/> monthly | <input type="checkbox"/> yearly |
| _____ Season | _____ | <input type="checkbox"/> biweekly                    | <input type="checkbox"/> bimonthly                    | <input type="checkbox"/> monthly | <input type="checkbox"/> yearly |
| _____ Season | _____ | <input type="checkbox"/> biweekly                    | <input type="checkbox"/> bimonthly                    | <input type="checkbox"/> monthly | <input type="checkbox"/> yearly |
| _____ Season | _____ | <input type="checkbox"/> biweekly                    | <input type="checkbox"/> bimonthly                    | <input type="checkbox"/> monthly | <input type="checkbox"/> yearly |

B. **PAYMENT SCHEDULE.** This salary shall be paid twice each month effective on the date listed below and ending the day following the team's final regular season or playoff game (whichever is later). If payment schedule is different from above, explicitly list here:

Start Date (**Mandatory**) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **OR PERFORMANCE-BASED COMPENSATION** (If none, enter "None")

Club shall pay Player for services rendered compensation based on the performance of Player or of Club as follows (attach additional pages if necessary):

\_\_\_\_\_

\_\_\_\_\_

### **OR REVENUE SHARING-BASED COMPENSATION** (If none, enter "None")

Club shall pay to Player for services rendered compensation based upon Club's game revenues as follows:

\_\_\_\_\_

\_\_\_\_\_

### **OR SIGNING BONUS** (If none, enter "None")

Club shall pay to Player as an inducement for Player's agreement to enter into this Player Contract the following amount as a signing bonus:

\$ \_\_\_\_\_

This signing bonus shall be paid upon execution of this contract or according to the following payment schedule:

\_\_\_\_\_

\_\_\_\_\_

### **OR OTHER COMPENSATION** (If none, enter "None")

Club and Player may agree on other forms of compensation such as: deferred compensation, lodging, transportation, etc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Authorized Club Representative Signature

\_\_\_\_\_  
Player Signature

## ADDENDUM C

Per FIFA Regulations, if an Agent is representing the Player, the Agent must be named in that Contract. Accordingly, please complete the information requested below.

\_\_\_\_\_  
Agent Name (First) (Middle) (Last)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State / Province Zip Country

\_\_\_\_\_  
Telephone Number Fax Number

\_\_\_\_\_  
Email

Is Agent presently a FIFA-licensed Player Agent?

Yes \_\_\_\_\_ No \_\_\_\_\_

Was the Agent involved in the negotiation of this Contract on behalf of the Player?

Yes \_\_\_\_\_ No \_\_\_\_\_

Is Agent an owner, officer, employee, consultant, or representative of a USL franchise?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, which franchise?

Franchise Name \_\_\_\_\_ USL League \_\_\_\_\_

### PLAYER CERTIFICATION OF REPRESENTATION

I, \_\_\_\_\_ (Player's Name), hereby certify I have retained the Agent listed above to represent me in my contract negotiations with your club. This representation will remain in effect until my Agent or I communicate in writing to the League and Club that the representation arrangement has been terminated. Additionally, I agree and accept that I am solely responsible for any costs associated with the compensation of my Agent.

\_\_\_\_\_  
Player Signature

\_\_\_\_\_  
Date