**PROFESSIONAL PLAYER´S CONTTRACT**

The day, month and year below

**[\*]**

DOB. **[\*]**

nationality **[\*]**

address **[\*]**

email **[\*]**

ID SFCR **[\*]**

represented by: **[\*]**

(hereinafter referred to as „the player“)

of the one part

and

**[\*]**
company ID **[\*]**

with the registered office **[\*]**

ID SFCR **[\*]**

email **[\*]**kept in the federal register of the **[\*]**, section **[\*]**, file **[\*]**,
represented by **[\*]**

(hereinafter referred to as „the club“)

of the other part

hereinafter referred to as „contracting parties“

conclude, by mutual agreement in accordance with Act No. 89/2012 Coll., the Civil Code, as amended, this

**professional player´s contract**

(hereinafter „contract“ or „this contract“)

**Introductory provisions**

1. The club is an association founded on the basis of Act No. 98/2012 Coll., the Civil Code, as amended, whose line of scope includes organizational activities in the area of sport, operating futsal teams, promotional activities, marketing activities, the purchase of goods for purpose of their further sale and sales (with the exception of goods excluded by Act No. 455/91 and its annexes), which is a member of the Futsal association of the Czech republic, ID number 697 92 003, with the registered office at Atletická 2474/8, 169 00 Prague 6, kept in the federal register of the Municipal Court in Prague, Section L, file 9554 (hereinafter „SFČR“)
2. The player is a natural person, self-employed in the sense of Act No. 586/1992 Coll., On Income Tax, as amended, who is a member of SFČR and who enters into a legal relationship with the club for the purpose of his representation, primarily in the area of sports and related activities.

**The subject of the contract**

The subject of this contract is the obligation of the player to perform the activities of a professional futsal player in the manner and under the conditions set out below and the corresponding obligation of the club to pay the agreed remuneration to the player.

**The rights and obligations on the player**

1. The player is obliged to:
2. attend club training sessions, training camps and matches, to the best of his abilities;
3. be governed by the set time and organisational schedules arising from his participation in the club in individual competitions;
4. follow the directions of coaches and members of the coaching team, help them maintain discipline at the club, act in the spirit of moral principles in public, strengthen the good name and reputation of the club;
5. take care of his health and physical fitness, observe the principles of a professional athlete’s daily regimen, proper nutrition and diet, hygiene, recovery and rehabilitation, submit to all established therapeutic procedures, and avoid the use of doping in any form;
6. make every effort to achieve the sporting objectives of the club, compete honestly in matches, know and observe the rules and regulations and take care to avoid damage to the health of both the player and his teammates and opponents;
7. attend social events, appear in public, especially in the mass media, while training and at training camps, in the clothing, shoes and other visible components of clothing in the manner stipulated by the club;
8. keep facts relating to his activities at the club confidential, as well as all facts relating to the club’s activity, unless the club gives consent or instructions to publish certain facts; the obligation of confidentiality applies even after the termination of this contract in its entirety;
9. comply with all instructions and internal regulations of the club, in particular **[\*]**;
10. be governed by the decisions of club bodies and management of the club;
11. in the event of a disciplinary punishment from a previous place of work (arising from FIFA, UEFA, SFČR or other national association competitions), notify the club about imposition of this disciplinary punishment and be responsible for damage caused to the club by the breach of obligations arising from the this provision and is obliged to pay compensation in the full amount for such damage; the club is entitled to offset this debt against its payment resulting from Art. VI of this contract;
12. not take part in betting, games and competitions linked to the results of club matches personally or through others;
13. not engage in another sporting activity without the prior written consent of the club;
14. immediately inform the club in the case of illness or injury and, except in urgent cases, undergo no medical treatment without first informing the club doctor;
15. undergo regular medical examinations and medical treatment at the club doctor’s request
16. follow a daily schedule of obligations for the player as issued by the club.
17. to protect and take care of the club’s assets, which have been provided to him for the performance of his activities; the player is liable for damage caused to an asset provided to him pursuant to the previous sentence.
18. The player is entitled
19. to request at his own expense an independent medical expert's opinion if he objects to the view of the club's doctor; if opinions continue to differ, the parties agree to an independent party (a doctor) whose opinion they will accept.
20. to express disagreement with a disciplinary decision by the club, with the participation of the captain of the team in which he is currently carrying out sporting activities; the club agrees to discuss such a disagreement with the player as well as to appeal against such a decision to the statutory body of the club, or to another body designated by the disciplinary rules of the club for this purpose.

**The moral rights of the player**

1. **[The contracting parties agree to how the rights concerning the use of visual images and video and audio recordings of the player will be exercised.]**
2. **[The recommendation and principle are that the player can exercise his rights (if not in conflict with sponsors/partners of the club), where the club may exercise the rights concerning the player as part of the entire team.]**

**The rights and obligations of the club**

1. The club is obliged to:
2. ensure the organisation of an initial medical examination for the player with the club doctor and then regular medical examinations at least once a year and provide the player quality medical and therapeutic services covered by the player´s health insurance.
3. create favourable conditions at its expense for training sessions, implementing the player’s daily regimen, his meals, recovery and rehabilitation;
4. create the appropriate cultural environment for training sessions and relaxation;
5. provide food and accommodation when travelling to games, on training camps and similar occasions related to team activities for which he has been selected;
6. provide the player with sports equipment for training sessions and games, and ensure their maintenance and replacement;
7. provide at least one free day in the calendar week; assuming that the frequency of training sessions or games or other serious reasons do not allow for the provision of this leave, the club is obliged to allow the player to use this leave cumulatively as soon as possible / ordinarily in the middle and at the end of the competition year; the scope of the right to remuneration under **[\*]** is not limited by the provisions of this point;
8. in addition to point f) not to use the player´s services totalling four weeks every 12 months, with continuous leave provided within this totalling 14 calendar days in the calendar year, without reducing monthly remuneration in accordance with the approved plan for sports training; the continuous leave can also be used in parts, on agreement by the player and the club – the start date of continuous leave is set by the club in all cases; the scope of the right to remuneration under **[\*]** is not limited by the provisions of this point;
9. provide transport to matches, training camps, etc.;
10. provide – however only with the explicit prior consent of the coach – the player leaves without reducing the monthly remuneration to attend to serious private matters;
11. allow young players regular studies, without a reduction in monthly remuneration;
12. keep complete medical documentation for the player, including medical complications arising during the performance of duties in the national team, through the club doctor;
13. keep facts related to the performance of sports activities by the player at the club confidential, in particular not disclose information about the player which could have a negative impact on his sporting career; to avoid doubt, the parties declare that keeping confidentiality pursuant to the previous sentence does not relate to the player’s sports performances.
14. The club is entitled, on agreement with the player, to enter into a contract with another club, the subject matter of which is temporary performance of sports activities by the player at this club (a loan).

**Remuneration and terms of payment**

1. The parties declare that the player’s remuneration and its individual components and payment terms are in Annex No. **[\*]** of this contract.
2. The player’s basic monthly remuneration is payable no later than the **[\*]** day of the month following the month for which the player is receiving remuneration, by of a non-cash transfer to the player’s bank account (a. n. **[\*]**).
3. **[The contracting parties shall agree on the method of reimbursement of the player´s expediently incurred costs incurred in connection with the performance of his activity].**
4. The player acknowledges that in the event of the club’s relegation or the elimination of the A-team from a competition, there will be a significant drop in the club’s income. The parties expressly agree that in such cases, the club is authorised to unilaterally reduce the player’s basic monthly remuneration by up to **[\*]** % and also reduce other components of the player’s remuneration (appearance money, bonuses) by up to **[\*]** %.
5. If a player is registered to pay value added tax pursuant to Act No. 235/2004 Coll., as amended, he is obliged to issue an invoice meeting the conditions of a tax document pursuant to the act, by the **[\*]** day of the month following the month for which the player is receiving remuneration.
6. By signing this contract, the club and player confirm that in accordance with applicable Czech legislation (i.e. in particular arising from Act No. 586/1992 Call., on income tax, as amended, Act No. 589/1992 Call., on premiums for social security and the contribution to the state employment policy, as amended, Act No. 592/1992, on premiums for general health insurance, as amended and Act No. 337/1992 Call., on the administration of taxes and fees, all as amended), it is the player’s obligation to pay the applicable income tax from the remuneration paid, health insurance and premiums for social security.
7. The player is obliged to take out affordable health insurance of his choice to cover healthcare costs for medical institutions in the Czech Republic in case of illness or injury to the player.
8. The club is obliged to provide basic and specialist medical care to the player performed by the club doctor and paid from the player’s health insurance taken out pursuant to the previous point. At the same time, the club agrees to perform preventive and awareness-raising activities in terms of protection from using doping and other substances affecting a healthy lifestyle.
9. The contracting parties agree to the player’s basic monthly remuneration, even when, according to the club doctor’s medical confirmation, or an independent specialist listed above in Art. III (4), as a result of an injury or illness which occurred in a causal relationship to the performance of sports activities while meeting the player’s obligations from this contract, he is not able to perform sports activities and thus meet his obligations from this contract (hereinafter referred to as “incapacity”). To avoid any doubt, the parties confirm that, in cases where the injury or illness of the player does not occur in a causal relationship to the performance of sports activities while meeting the player’s obligations from this contract, the player is not due any remuneration for this incapacity.

**Penalty clause**

If the player is in breach of any obligations to which he is bound based on this contract, the club is allowed request payment of fines in accordance with the club’s disciplinary regulations.

**Contract validity and options**

1. This contract is concluded for a fixed period, from **[\*]** to **[\*].**
2. The contracting parties are authorised to exercise the right of option to extend the effectiveness of this contract by [\*] **years**, by delivering a written notification of extension of the contract to the other party (hereinafter referred to as the “right of option”); the parties are obliged to use the right of option, according to the previous sentence, no later than [\*] days prior to the end of this contract.

**Termination of the contract**

1. The validity of the contract ends:
2. with the expiry of the period for which it was negotiated, unless the parties agree in writing to extend it at this time;
3. with written agreement by both parties;
4. with the expiry of the period of notice amounting to **[\*],** where the club and player may terminate the contract if **[\*]** and
5. with the immediate cancellation by the player if the club breaches the obligations set out in Art. VI. of this contract for a period of at least two months, unless the club meets this obligation in an additional period of 15 days of receipt of a written notice.
6. The contracting parties are also authorised to terminate the contract in accordance with the applicable provisions the SFČR Regulations on the Transfer of players and of the FIFA Regulations on the Status and Transfer of Players, as amended.

**Final provisions**

1. The contracting parties to this contract agree to fight racism and other discrimination in futsal and themselves refrain from any form of discrimination, as well as provisions on the freedom of expression of the player.
2. The club regulations are an annex to this contract and an integral part of it, i.e. [\*], any changes to these regulations are binding from the day after the date the player has been demonstrably acquainted with these changes by the club.
3. The club declares that its regulations under paragraph 2 are not conflict with *„Agreement regarding the minimum requirements for standard player contracts in the professional football sector in the European union, and it the rest of the UEFA territory“* of 24 January 2011.
4. The contracting parties declare that this contract fully complies with the minimum requirements for standard contracts for professional football (futsal) players in the European Union and the rest of the UEFA territory.
5. All disputes arising from this contract, or any other disputes between the parties, will be addressed by members of the Arbitration Board in arbitration proceedings according to the applicable provisions of the SFČR Statutes; under terms given in the FIFA Regulations on the Status and Transfer of players, disputes may be resolved by the Dispute Resolution Chamber, with the option of appealing to the Court of Arbitration for Sport
6. This contract is governed by the law of the Czech Republic. The parties agree to apply the mutual rights and obligations in accordance with Czech legislation, EU regulations, and FACR, SFCR, UEFA and FIFA regulations. Legal relations not expressly regulated by the contract are governed by the legal order of the Czech Republic, in particular by the relevant provisions of Act No. 89/2012 Coll., The Civil Code, as amended.
7. If any provision of this Agreement is or becomes invalid or ineffective, the invalidity or ineffectiveness of this provision shall not invalidate the Contract as a whole or any other provision of this Agreement if such invalid or ineffective provision is severable from the remainder of the Contract. The Contracting Parties undertake, without undue delay after finding such invalidity or incompleteness, to replace this invalid or ineffective provision with a new, valid and effective provision, the content of which will correspond as closely as possible to the essence and meaning of the original provision.
8. Any changes to the contract may only be made with the consent of both parties in the form of written amendments; the parties agree to send a written copy of an amendment to the SFCR, immediately after it has been signed.
9. This contract has been drawn up in three copies, of which each party and the SFCR receive one copy; in the event of a discrepancy between the individual copies of the contract, the crucial one is the version which is filed at the relevant SFCR registration department; in the event of a dispute between the language versions of this contract, the **[\*]** language version shall prevail.
10. By signing this contract, the player consents to processing of his personal data in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
11. The contracting parties declare that this contract expresses their free and serious will, that they understood the above and unreservedly agree with it, as evidence of this, they affix their signatures.

|  |  |
| --- | --- |
| In **[\*]** dated **[\*]**…………………….**[\*]** | In **[\*]** dated **[\*]**…………………….**[\*]** |

**Annex 1
Remuneration and Payment Terms**

1. The club agrees to provide to the player:
2. monthly remuneration amounting to [\*] with VAT amounting to;
3. an appearance fee for games in **[\*]** in which the player appears, amounting to:
4. **[\*]**
5. **[\*]**
6. an extraordinary bonus upon completion of the competition year, payable within 30 days of the end of competition season, amounting to **[\*]** if the club is placed in **[\*]** to **[\*]** place in **[\*]** assuming that the player has played **[\*]** of the match.
7. The due date of individual components of the player’s remuneration pursuant to paragraph was determined as follows:
8. **[\*];**
9. **[\*];**
10. **[\*];**