**P L A Y E R C O N T R A C T**

This contract is made between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

herein referred to as the ‘Club’

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

domiciled at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

herein referred to as the ‘Player’

**WHEREBY IT IS AGREED AS FOLLOWS:**

1. **Subject matter**
2. The Player is engaged by the Club as professional football player under the terms and conditions specified in this contract. This contract is subject to the labour and social law regulations for blue-collar workers.
3. Moreover, the parties agree that this contract is subject to the statutes of the Austrian Federal Football League (‘Österreichische Fußball-Bundesliga’), the implementing regulations of the Austrian Federal Football League, the statutes and special regulations of the Austrian Football Association (‘ÖFB’), the regulations applicable to clubs and players affiliated with the Austrian Football Association as well as the regulations of the Fédération Internationale de Football Association (FIFA) and the Union of European Football Associations (UEFA) as amended from time to time, if these are relevant for the present contract.
4. This contract comes within all provisions of the collective agreement as amended from time to time signed between the Austrian Federal Football League and the Trade Union for the Arts, Media and Free Professions (‘Gewerkschaft Kunst, Medien, Sport, freie Berufe’) unless the collective agreement specifies transitional provisions.

**II. Obligations of the Player**

1. In addition to the provisions of the collective agreement as amended from time to time the Player agrees:
	1. to obey the instructions of the Club including but not limited to the sport management. The Player agrees that it is exclusively the sport management of the Club, including without limitation the coach, who decide if he plays in the first representative team, and he agrees to take part in matches of the amateur team if he is directed by the sport management of the Club including without limitation the coach to do so. The Player does not have any claim to play in the first representative team or amateur team, to be engaged in a special function or position. The Player is not entitled to claim any rights from the fact that he did not play or played in the amateur team or in any function or position he did not want. A discriminatory special treatment of the Player may not take place.
	2. to treat with care all standardised clothes and any equipment made available to the Player for the term of the contract. Any and all clothes and equipment remain the property of the Club.
	3. to make publicity for all sponsors and commercial partners of the Club. No publicity whatsoever which is in conflict with the economic interests of the Club is permitted.
	4. to show public and private conduct in a manner which does not compromise the reputation of the Club, the associations and the football sport in general. Public statements including but not limited to interviews for TV, radio and press require the prior authorisation of the Club if the player had the opportunity to obtain this authorisation. Statements to external persons about private affairs of third parties and internal affairs of the Club are permitted neither to the Player nor to the Club.

The Club agrees to provide at its own expense all prerequisites which are customary and may be necessary for the Player to perform all obligations listed above.

1. The Club accepts a secondary activity of the Player as \_\_\_\_\_\_\_\_\_ as from \_\_\_\_\_\_\_\_\_\_. The working capacity of the Player may not be compromised by a secondary activity.

**III. Personal rights**

1. The Player grants the Club the authority restricted to the subject matter of this contract to use his name, his picture, his voice and biographical material including without limitation for marketing purposes worldwide and timely unrestricted. The usage also includes the right of exploitation, publication, reproduction, dissemination, broadcast, immaterial communication in whole or in part and for any other use now known or hereafter invented including but not limited to the internet or other new media.
2. The Club has the right to assign these rights in whole or in part to contract partners of the Club, to grant sub-licences and/or exploitation rights and/or exploitation licences as well as to exercise these rights itself or through third parties.
3. The Player agrees to make available to the Club and to have used his autograph signature in the original, as facsimile or in printed form for publicity purposes and/or the reproduction on souvenir and sale items provided by the Club – if applicable also in connection with the advertisement of third parties.
4. All proceeds from publicity activities and advertisement are exclusively payable to the Club and are fully compensated by the amounts specified in Clause IV.
5. The exploitation of other earnings e.g. from interviews, literary activities and other secondary activities is permitted to the Player with the consent of the Club. The consent may only be withheld by the Club if the employment relationship is directly concerned. A given consent may be withdrawn on reasonable grounds.
6. The Player notes that failure to perform the obligations hereunder may represent a good reason for the premature termination of the Player Contract (dismissal).
7. Clauses III 1, 2, 3 and 4 remain unaffected by a termination of the contract.

**IV. Remuneration**

1. The Player will receive a monthly remuneration (fixed salary) in the amount of EUR \_\_\_\_\_\_\_ gross (in words: \_\_\_\_\_\_\_\_\_\_\_), payable 14 times per year.
2. In addition, the Player will receive a variable remuneration (bonus) for matches in the national league championship in the first representative team

for a victory (3 points) in the amount of EUR \_\_\_\_\_\_\_\_\_\_\_\_\_ gross (in words: \_\_\_\_\_\_\_\_\_\_\_)

for a draw (1 point) in the amount of EUR \_\_\_\_\_\_\_\_\_\_\_ gross (in words: \_\_\_\_\_\_\_\_\_\_\_\_)

These bonuses are due if the Player played at least \_\_\_\_\_\_\_\_\_\_\_ of the match.

If the Player played less than \_\_\_\_\_\_\_\_\_\_ in a match, he will receive \_\_\_\_\_% of these bonuses.

If the Player played less than \_\_\_\_\_ minutes, he will receive \_\_\_\_\_\_% of these bonuses.

If the Player was not mentioned in the match report, he will not receive any bonuses.

The Player will receive the following bonuses:

National championship victory gross EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_)

Cup victory gross EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_)

Qualification for UEFA EL gross EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_)

Participation in UEFA EL gross EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_)

Qualification for CL gross EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_)

Participation in CL gross EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_)

1. The Player is entitled to receive the variable remuneration (bonuses) specified in Clause IV.2., if the employment between the Player and the Club is effective at the time when the mentioned objectives are achieved. The Player is not entitled to receive this remuneration including without limitation if the employment is interrupted by a loan contract at the time of achieving the objectives.
2. The payment of the fixed remuneration as well as the bonuses will be made monthly on the 10th of each following month.

*(or)*

 The fixed remuneration is due on the 5th of the following month.

1. The Player has immediately to notify the Club of an account at an Austrian bank institute to which the Club can remit the monthly payments due in full satisfaction of debt. Until such account is notified, the Player has to collect all payments from the Club.
2. The remuneration set out in Clause IV.1. and 2. compensates the Player for any and all services whatsoever.

**V. Prevention from Performance**

1. If in the event of illness or accident, the Player is prevented from performing his obligations hereunder, he has to notify the Club without delay, i.e. on the date when the illness or accident occurred, in writing or by phone. The notification has to be addressed to the head office of the Club. No notification is necessary if the illness or accident has been diagnosed by the doctor approved by the Club. The Player has to appear for all directed duties even in the event of Player’s inability to practise or play unless he is unable to appear for health reasons.
2. If a prevention from performing his duties which was not diagnosed by the doctor approved by the Club lasts more than 3 days, the Player has to produce a confirmation from a doctor licensed by the health insurance with which he is affiliated, the doctor approved by the Club or a medical health doctor which provides information about the prospective duration of his incapacity for work. Such confirmation has to reach the Club on the 4th day of his prevention at the latest. The Club may also request such a confirmation if the prevention lasts less than 3 days.

Moreover, this contract is subject to the regulations of the Act on Continued Payment of Remuneration (‘Entgeltfortzahlungszahlungsgesetz’) or the Act on Employees (‘Angestelltengesetz’) as well as the collective agreement as amended from time to time.

1. If the Player fails to comply with the above mentioned obligation to notify and produce evidence, he will forfeit the right to continued payment of remuneration.

**VI. Continued Payment of Remuneration**

The provisions of the collective agreement as amended from time to time will apply to this contract.

**VII. Holiday**

In addition to the provisions of the collective agreement as amended from time to time it is agreed that the remaining days of holiday have to be consumed during a possible period of notice or a directed leave of absence at the end of the term of the contract.

**VIII. Term and Termination**

1. The contract takes effect upon fulfilment of the below mentioned conditions on \_\_\_\_\_\_\_\_\_ and terminates on \_\_\_\_\_\_\_\_\_\_\_\_:

- *(optional clause)* Release by the former club so that the Player is entitled to play for the Club by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the latest.

- Positive medical aptitude test of the Player by a doctor approved by the Club which confirms that the Player meets the physical and medical requirements of a professional football player.

- In the event that the Player needs a work permit and is subject to the Foreign Nationals Employment Act (‘Ausländerbeschäftigungsgesetz’), the issue of the work permit and the compliance with all regulations of the Foreign Nationals Employment Act is required.

1. *(Optional Clause)* The Club has the option to extend the present contract until \_\_\_\_\_\_\_\_\_\_ under the following terms and conditions by registered letter sent by \_\_\_\_\_\_\_\_\_\_\_\_\_ (date of postmark). In accordance with the Club’s possibility to extend the contract, the Player will receive \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*(Optional clause)* In such an event the fixed salary is increased by \_\_\_\_\_\_\_ for the period of time exceeding the original term of the contract. The bonuses for this period of time will be increased by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. The present contract applies both to the highest and second highest division of the Austrian Federal Football League.
2. In the event that the Club is for whatever reasons only entitled to play in the second highest division of the Austrian Federal Football League, all financial claims of the Player against the Club are reduced by \_\_\_ % (in words: \_\_\_\_\_\_\_\_\_\_\_\_ per cent).
3. If the Club for whatever reasons is no longer entitled to play in the Austrian Federal Football League – whether in the first division or a lower division – the employment contract between the Player and the Club will expire.
4. The Club is entitled to terminate the contract at any time on reasonable grounds. Reasonable grounds which authorise the Club to terminate the Player Contract immediately and thus to discharge the Player, include but are not limited to the following misconduct:
* failure to comply with material contractual obligations
* use of illegal doping and consumption of drugs, excessive consumption of alcohol in the public
* acts of violence against persons involved in the match
* any criminal offence
* any participation whatsoever in bets and/or manipulations in connection with matches of the Austrian Federal Football League
1. The Player is entitled to terminate his contract prematurely under the following circumstances:
* if the Player becomes unable to continue to perform his duties or unable to continue to perform his duties without detriment to his health or morals;
* in the event of improper reduction of the remuneration due to the Player by the employer or in the event of breach of other material terms of the contract by the employer;
* if the employer refuses to comply with his legal obligations to protect the life, health or morals of the Player;
* if the employer commits acts of violence, violations of morality or serious insults against the Player or his relatives or refuses to protect the Player from such acts committed by an employee or relative of the employer.

Pursuant to Art. 17 of the FIFA Regulations for the Status and Transfer of Players the remuneration due is fixed at EUR \_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**IX. Concluding Clauses**

1. This contract represents any and all claims of the Player. This contract replaces and supersedes any agreement between the parties and any declaration of intent or communication and any other circumstances of legal relevance entered into made or existing at any time on or before the effective date of this contract. Modifications or amendments to this contract have to be made in writing. If the contract may be modified or amended orally, this has to be agreed upon in writing.
2. If individual terms of this contract are or become invalid, either as a whole or in part, this fact will have no effect on the validity of the remainder of the contract. The parties agree to replace the invalid term by one and to interpret it in a manner which serves the purpose of the contract as closely as possible.
3. In the event of legal disputes arising including without limitation from the Player Contract the Player agrees to take any dispute to the competent Senate of the Austrian Federal Football League, to exhaust the legal remedies in accordance with the statutes of the Austrian Federal Football League and to have recourse to the possibility of arbitration available within the association as set out in the statutes before submitting the dispute to the jurisdiction of the competent courts.
4. It is noted that for disciplinary proceedings of the Austrian Federal Football League and the Austrian Football Association against the Player his legal domicile (valid delivery address) is based at the headquarters of the Club. The Club is obliged to bring decisions or other procedural documents of the Austrian Federal Football League and the Austrian Football Association immediately to the attention of the player.
5. Rights and obligations resulting from this contract may be assigned to the legal successors of the Club.
6. The Player agrees to immediately notify the Club in writing of any changes of his personal data (name, marital status, number of children etc.) and his domicile, address for service and bank details.
7. Pursuant to the applicable regulations on working with Players’ Agents of the Austrian Football Association and the FIFA Regulations on working with Intermediaries as amended, it is observed that the Player used services at the contract negotiations by Mr/Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, domiciled at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and/or the Club used services at the contract negotiations by Mr/Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, domiciled at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . In accordance with § 2 Abs. 4 Regulations on working with Players’ Agents of the Austrian Football Association the Players’ Agent(s) is/are authorised to represent the Player or the Club. The Players’ Agent warrants that all documents (in particular Representation Contract and Intermediary Declaration) and conditions exist to be registered as a- Players’ Agent in accordance with § 3 Regulations on working with Players’ Agents of the Austrian Football Association. The Players’ Agent(s) will indemnify the Player and/or the Club from any claims in this context.

(Optional clause) In accordance with the applicable regulations on working with Players’ Agents of the Austrian Football Association and the FIFA Regulations on working with Intermediaries as amended from time to time it is observed that neither the Player nor the Club has used services by a Players’ Agent at the contract negotiations.

1. This contract is governed and construed by Austrian law. Subject to IX.3 of this contract the parties agree to submit all legal disputes between them arising from this contract to the exclusive jurisdiction of the competent regional court as labour and social court.
2. This contract shall be executed in three counterparts, of which the Club, the Player and the Austrian Federal Football League will receive one counterpart.
3. After termination of the contract the Club agrees including but not limited to give the required release and to make any declaration that may be necessary.

IN WITNESS WHEREOF, the parties hereto have hereunder signed their names.

(Place), on (Date)

………………………… ………………………..

Player Club

………………………..

Legal Guardian

………………………..

Players’ Agent