



CONTRACTUAL CONSIDERATIONS FOR ATHLETES

Athletes may be required to sign contracts for a number of reasons and often this is a daunting task. With all the legal terminology it can be a confusing time. BC Athlete Voice can help with our SportLegal service (for info check out www.bcathletevoice.ca) and with this quick list of points to consider when looking at a contract.

The example below relates to a team athlete looking at a contract to play for a professional team or a club. However many of these considerations can also be applied to sponsorship and other contractual agreements that athletes may be asked to sign.

1. Salary

- a. Salary
 - i. Guaranteed salary
 - ii. Not guaranteed salary
- b. Per game payments
 - i. Per game payments
 - ii. Payments for games missed due to injury
 - iii. Payments as substitute
 - iv. Payments for non-dressed games
- c. Bonus payments
 - i. Points scored
 - ii. Playoffs
 - iii. Finals
 - iv. Personal awards – e.g., game MVP
 - v. Team captain
- d. Personal appearances
 - i. Required appearances
 - ii. Optional appearances
 - iii. Fee for required and optional appearances
- e. Payment dates
 - i. Salary
 - ii. Per game payments
 - iii. Personal appearances
- f. Source deductions
 - i. Holdbacks
 1. In trust
 2. Not in trust
 - ii. Tax
 - iii. Employment insurance
 - iv. Pension



Incidental Expenses

- g. Travel to team location
 - i. Form of travel
 - ii. Class of travel
 - iii. VISA or other entry requirements
- h. Travel to practices and games
- i. Access to weight training facilities
- j. Accommodation
- k. Meals
- l. Uniforms, gear and suits
- m. Medical insurance and medical treatment
- n. Physiotherapy treatment

2. Athlete Performance Obligations

- a. Required practice attendance
- b. Required number of games
- c. Conduct requirements – e.g., no drugs
- d. Other disciplinary matters
 - i. E.g., late for practice
 - ii. Fine or other impact on compensation
- e. Other conditions

3. Athlete Name and Image

- a. Athlete sponsorships
 - i. Restrictions - conflicts with team sponsors
- b. Use of athlete name and image by team
 - i. During term of contract
 - ii. After term of contract
 - iii. Ability of team to allow team sponsor use of athlete name and image
- c. Use of athlete name and image by sponsors
 - i. Compensation
 - 1. During term of contract
 - 2. For post-term use of name and image
 - ii. Term of sponsorship contract
 - iii. Personal appearances required by sponsor
 - iv. Other obligations

4. Term of Contract

- a. 1 season or more than 1 season
- b. Renewal
 - i. Notice
 - ii. Terms of renewal
 - 1. Original contract or Renegotiated contract
 - iii. Dispute resolution



Team Obligations

- c. Points 1 and 2 above

5. Termination of Contract

- a. By team
 - i. Cause
 - 1. Conduct
 - 2. Performance obligations not met
 - 3. Notice period – usually immediate
 - 4. Compensation – usually none
 - ii. Without cause
 - 1. Notice period
 - 2. Compensation
- b. By athlete
 - i. Basis for athlete termination
 - 1. Extenuating circumstances – family illness/death
 - ii. Notice period

6. Trade

- a. Ability of team to trade athlete
- b. Athlete ability/inability to approve trade
- c. New team to honour terms of contract

7. National Team

- a. Right to play for National Team
- b. Availability for practices and games
- c. Impact on athlete compensation
- d. Terms of National Team contract
 - i. Payment for travel to and from National Team location

8. “Boilerplate” Legal Terms

- a. Representation and warranty
 - i. By team
 - 1. Member of the league
 - 2. In good standing
 - 3. No restrictions on drafting athlete
 - 4. Make all payments to league relating to athlete
 - ii. By athlete
 - 1. Fitness
 - 2. No restrictions on athlete to perform contract
- b. Indemnity
 - i. Financial impacts on team / financial impacts on sponsors
- c. Jurisdiction
 - i. Contract governed by laws of country the team is located

For more information check out contact BC Athlete Voice at info@bcathletevoice.ca