



# A.S. FRENZI

## UPSL Player Contract

This UPSL Player Contract is being entered into by A.S. Frenzi, hereafter referred to as the “Club” and the prospective player, \_\_\_\_\_, hereafter referred to as “Player”.

### RECITALS

- A. The Player desires to play in the United Premier Soccer League (UPSL).
- B. Subject to the terms and conditions of this Contract, the Club desires to retain the services of the Player, in the capacity of an independent contractor for the Club as set forth herein.
- C. The Player and Club agree to the terms as set forth herein.

NOW, THEREFORE, in consideration of the promises, the mutual agreements set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### 1. Term

This contract covers \_\_\_\_\_ (“Player”) playing for the 20\_\_ - 20\_\_ season, and will begin on \_\_\_\_\_, 20\_\_, and end on August 1 of the following calendar year unless Terminated or renewed as further specified below.

### 2. Position and Duties.

The Player agrees to play on the Club Team and to perform all of the duties and services necessary and normally associated with that position, including, without limitation, the following:

**(a) Training Camps/Tryouts/Trials.** The Player agrees to participate in training camps/sessions prior to the season as set forth by the Team. Camps/tryouts/trials are essential in evaluating your abilities and creating a highly competitive and viable team for participation in the United Premier Soccer League (LEAGUE). The amount of time required to evaluate your performance is dependent on the coaching staff and could range from one session (1-3 hours) to one week or more and no guarantees in advance are given as to how long this would be. Lodging during Training Camp/Tryouts/Trials is at the players own expense.

**(b) Practices.** The Player agrees to participate in practices and clinics during the term of this Contract. The number, duration and content of those practices and clinics will be determined by the Coaching Staff in the best interests of the Team. In the event of any dispute between the Head Coach and the Player

\_\_\_\_\_  
Player Initial

concerning the number, duration or content of the practices, both parties may consult with the Club Owner for arbitration, the decision of whom will be final and binding on the Player.

**(c) Games (Matches) and Tournaments.** The Player agrees to participate and travel (when necessary) for all friendly matches, league matches, tournaments, and Team sponsored or participated in events and activities.

**(d) Meetings.** Meetings will be scheduled and conducted by the Coaching Staff and attendance by the Player is mandatory. In the event the Player misses a meeting due to any unexcused absence, the Coaching Staff will discuss this absence with the Player and the Head Coach, may at his/her discretion impose a suitable reprimand.

**(e) Player Evaluation.** The Player acknowledges and understands the importance of being provided feedback that is useful and constructive, through evaluations. The Player can expect at a minimum two evaluations (one pre-season and one end of year) by the Head Coach or designee. The evaluation may come in verbal or written form.

**(f) Responsibility.** The Player is responsible for his own actions prior to, during and after each game, practice and Team event. The Player is responsible to ensure that the Player themselves acts in a manner that provides a positive impression of the Club and the United Premier Soccer League at all times. The Player is responsible for knowledge of the rules as defined by the UPSL, the individual team, and any other governing body that oversees the sport or event.

**(g) Miscellaneous.** The Player agrees to submit an end-of-season evaluation to the Club by August 1st using the player feedback reporting process specified by the Club. This evaluation will include but not limited to a brief survey and evaluation of the coaching staff, individual team, and league.

### **3. Compensation.**

In consideration for providing the contracted services, the Player shall receive in accordance to “Player Information” included herein. Since the League and Team uphold the NCAA eligibility requirements, Player will not receive any money, consideration, compensation or other payment for playing and will NOT receive any gifts, contributions, money, or otherwise for any reason from Sponsors, Team, or coaching staff. Team/League will provide Player’s reasonable travel expenses when required for overnight trips. Team/League will provide meals at a specific location/restaurant at the discretion of management or as provided by a hosting team for away matches requiring more than two (2) hours of travel each way. Accommodations and transportation for away matches will be provided by the Team/League. If Player chooses not to eat/travel/stay with the Team, any travel expenses are the sole responsibility of the Player. In addition, Player will be responsible for any equipment, training gear and uniforms they are provided and may be required to purchase replacements if those items are damaged or lost. Replacement uniforms must be purchased directly from the Club and shall not exceed the costs as follows: Jersey \$75, Shorts \$40, Socks \$20, and others not listed will be sold at fair market price.

### **4. Payment Schedule.**

United Premier Soccer League/Team will pay the Player as follows: The amount of base salary agreed to in this contract is \$ NONE.

## **5. Club Obligations.**

Club shall operate an amateur soccer team in UPSL. Should Club fail to operate an amateur soccer team within UPSL, this contract shall be terminated. Further, if Club is operating a team in the UPSL amateur division at the time of the contract's execution and in a subsequent season commits to a league in the UPSL professional division, this contract will be terminated.

## **6. Player Obligations, Conduct and Compliance.**

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 8. 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) Comply with all of the rules and regulations of the Club (including, without limitation, its drug and alcohol use policies). Player agrees to comply with the Team/League dress code for all games, practices, tournaments, and special events and that the coaching staff will notify the Player in advance of any event in which the Player is expected to dress in a particular fashion.
- (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 UPSL, which in the sole opinion of Club, will promote the welfare of Club, UPSL 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.

- (i) Suspensions and Fines. In the event of the Player being the subject of a Referee send-off resulting in suspension, the Player may be required to sit out a number of matches as defined by the coaching staff and/or League. If the player receives a fine, that fine as well as a reasonable fine by the Club may be charged to the player and are due and payable within 14 days of notification.
- (j) Team Fees. The Player is responsible for paying all related Team fees to the Club throughout the duration of this contract. Failure to comply with the Team fee payments will result in suspension from team activities until the outstanding balance is resolved. Failure to resolve the balance within a period of 30 days will result in this contract being Terminated and the player will be released from the Team. All Players will be held responsible for the outstanding payments, and should they fail to make the payments regarding the outstanding balances, the issue will be handed over to the Club's Attorney/Legal team to resolve.

## **7. Equipment and Materials.**

Player is required to maintain equipment and uniforms given to him. Player is responsible for returning said equipment and/or uniform upon request of the coaching staff and/or individual team and/or the League. Damages or loss of equipment and/or uniforms shall be paid for within 7 days by the player at the current rate maintained by the Club. Payment shall be made directly to the Club the player is signed with. Failure to pay within the 7 days shall be grounds for suspension, fines, legal action, and/or removal from the team at which rate the fee and any penalties shall still apply.

## **8. Termination.**

(a) This agreement may be superseded by a new agreement at any time. The Player will be placed on a 90-day probationary period, wherein the Player may be terminated with or without cause by the coaching staffs' discretion. This probationary period begins on the date signed. In addition, without limiting the foregoing, the Club may immediately terminate the Player under this Contract if the Player at any time:

- Commits any breach of any of the provision of this Contract; or
- Acts in a reckless or negligent manner with respect to the Team or any member of it; or
- Becomes of unsound mind; or
- Is the subject of a criminal indictment or presentment for, is convicted of, or enters a nolo contendere plea with respect to, any criminal offense that, in the reasonable opinion of the Club, relates to his or her services under this Contract or his or her fitness to act as Player of the Team; or
- Engages in any conduct that is detrimental to or that brings discredit to Club or its reputation; or
- Fails or refuses to follow the directives of the coaching staff with respect to his or her services under this Contract provided that such directives are reasonable; or
- In the reasonable opinion of the Head Coach, is unable to perform the duties of Player under this Contract because of repetitive absences, failure to communicate, or because of illness or otherwise; or

- Does not meet the minimum standards of the club through a tryout, trial, preseason training, or throughout the season. In such case, the player may receive their outright release from the club and the Team shall not be responsible for any loss of payments or opportunity through the signing and payments associated with this contract.
- No refunds of any payments made should be expected for any reason. Additionally, any need for the individual Team or League to seek legal assistance for the collection of any and all fees, the player hereby will be liable for any and all court and legal assistance costs in recouping the fees/charges associated with this contract payable within 7 days of a court ruling.

During the Term of this Contract, the Player agrees that he or she will not engage in any other soccer club or association or other group other than the individual Team named herein without prior written approval of the management and coaching staff of the Club. In any event, the Player will not compete in the UPSL, NPSL, USL, or any Division IV team/league (or comparable) as defined by the USSF during this contract without the prior written approval of the coaching staff. If the Player plays for another team from the date of this contract being signed and while under contract, the Player will be liable for any costs associated with reinstatement of the player, costs of obtaining international clearances, and/or a fine not to exceed \$1,000 as failure of the player to meet the terms of the Contract.

(b) 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;

(c) Termination by Club.

- (1) Club may terminate this contract by reason of Player's material breach of the contract terms;
- (2) 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 and upon any such termination, all rights and obligations of Club and Player expire, and Club will notify UPSL within a reasonable time release of the Player.

## **9. Miscellaneous Provisions.**

(a) **Governing Law.** This Contract is governed by the laws of the State of Florida, without reference to the conflicts of laws principles thereof.

(b) **Counterparts.** This Contract may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument.

(c) **Prior Agreements.** This Contract represents the complete and final agreement between the Player and Club. This Contract supersedes and may not be contradicted by evidence of any prior promises, contracts, agreements, and understandings of any kind, whether express or implied, oral or written, with respect to the subject matter of this Contract (including, without limitation, any promise, contract, or

understanding, whether express or implied, oral or written, by and between Club and the Player), and the parties to this Contract have made no agreements, representation, or warranties relating to the subject matter of this Contract that are not set forth in this Contract.

**(d) Amendments.** No amendment or modification of this Contract will be deemed effective unless made in writing and signed by the Player and individual Team/UPSL.

**(e) No Waiver.** No term or condition of this Contract may be deemed to have been waived, nor shall there be any estoppel to enforce any provisions of this Contract, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any written waiver may not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived, and shall not constitute a waiver of such term or condition for the future act or as to any act other than as specifically set forth in the waiver.

**(f) Assignment.** The Player may not assign this Contract, as it is personal to the Player. Club may assign this Contract in whole or in part with or without prior notice to Player to any successor soccer club or association.

**(g) Severability.** Any provision of this Contract that is prohibited or unenforceable in any jurisdiction will be, as to such jurisdiction, ineffective to the extent of that prohibition or unenforceability without invalidating the remaining portions of this Contract or affecting the validity or enforceability of those provisions in any other jurisdiction.

**(h) Lodging.** If lodging is requested and approved by a club authorized agent, it will be provided to the Player under whatever conditions the Team has established, and the Player must adhere to any responsibilities they may be asked for. The League shall not be responsible or intervene in lodging disputes. (i) Payments. Any payment required of the player, including but not limited to penalties, fees, uniform costs, etc. shall be payable within 7 days of the official request of the Team/League through electronic (e-mail) or mail (USPS or similar). Payments must be made through guaranteed funds. Failure to pay within the 7 days may result in additional fees/charges to collect such payments and/or release from the team for cause including any administrative or legal representation or costs the company incurs to enforce payment including but not limited to holding their ability to play in USASA events/teams in jeopardy. All payments are non refundable for any reason. Any attempt to block payment or fight charges will meet a \$250 fine and any legal costs associated with the team/league recovering those funds. The parties identified in this agreement, hereby certify that they have read and understand the responsibilities as stated within and agree to perform the requirements as outlined and that they will be held accountable for their actions. The execution of this contract will be considered legally binding when endorsed by the Player and an authorized Team Official.

[ Signature Page to Follow ]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth in the first paragraph.

**EXECUTION OF THIS CONTRACT**

I have read and fully understand the terms of this UPSL Player 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 Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

Player Parent and/or Legal Guardian gives irrevocable consent to the performance and execution of this UPSL Player 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 and its employees, agents or affiliates harmless for any injury suffered by Player during the term of this Contract.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name