



# Representation Contract

## (Player Representation)

between

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Full name

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Civil reg. no.

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Business address

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Postcode/Town/Country

(hereinafter called the Players' Agent)

and

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Full name

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Civil reg. no.

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Address

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Postcode/Town/Country

(hereinafter called the Player)





## 1 Introductory Provisions

- 1.1** The present Contract has been entered into by the Players' Agent personally and not by the Players' Agent as a representative of a company or the like. The Contract shall govern the Players' Agent's activities as the Player's Players' Agent. Activities as a players' agent (representation and handling of a player's interests) under the present Contract shall only be handled by the Players' Agent, and such tasks consequently must not be performed by the Players' Agent's employees. The Players' Agent shall be subject to the Danish Football Association's Regulations Governing Players' Agents in force from time to time, and the present Contract cannot grant the Players' Agent more extensive rights or impose more extensive obligations on the Player than those that follow from these Regulations.
- 1.2** The present Contract cannot be entered into by players under 15 years of age. For players between 15-18 years of age, the Contract shall be accepted by the Player's guardian.

## 2 Licence

- 2.1** The Players' Agent confirms that, upon the formation of the present Contract, he is the holder of a players' agent's licence issued by the Danish Football Association, and he shall be under an obligation to continue to hold such a licence throughout the term of the Contract. The Contract shall be terminated without notice if the Players' Agent loses his licence – irrespective of the reason for this.

## 3 Term

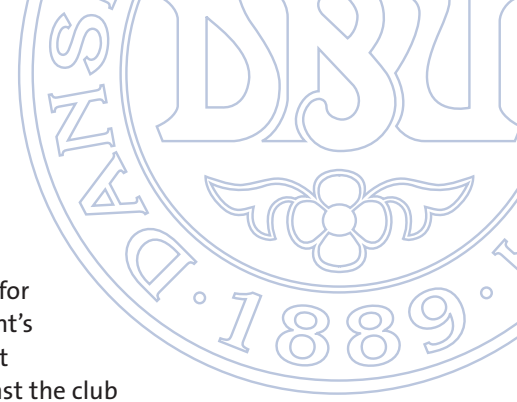
- 3.1** The Contract shall enter into force on \_\_\_\_\_ and shall remain in force up to and including \_\_\_\_\_ after which it shall terminate without notice. The Contract may be of a maximum term of 24 months from its date of signature. The Contract may be renewed by written agreement between the parties.
- 3.2** During the term of the Contract in accordance with Sub-clause 3.1, the Contract shall be (tick only one square):
- Terminable and may be terminated by each of the parties at \_\_\_\_\_ months' written notice to the first of a month.
- Non-terminable.

## 4 Remuneration

- 4.1** The Players' Agent shall receive a one-off fee of \_\_\_\_\_ % of the gross basic salary, including any sign on fees, stay on fees and sign off fees<sup>1</sup>, that the Player receives as a result of the player's contracts that the Players' Agent has negotiated for the Player. If the parties agree on an upper limit for the Players' Agent's fee, the maximum amount shall be stated here: \_\_\_\_\_.
- 4.2** The Players' Agent's fee in accordance with Sub-clause 4.1 shall fall due in line with the Player being paid the fee-triggering amount(s) by the club with which the Players' Agent has negotiated the player's contract.

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<sup>1</sup> Sign on fees, stay on fees and sign off fees mean certain one-off amounts agreed on by the Club and Player on conclusion of the player's contract and to be paid to the Player by the Club at one or more set times, e.g. on the joining date, at a later date during the term of the Contract and/or on expiry of the Contract.



- 4.3** The Players' Agent's fee may only be paid by the Player who employs him and not by any other parties. Irrespective of the agreements that may be entered into with the parties involved in a specific case, the Players' Agent shall consequently, without exception, invoice the Player for his full fee and provide the Player with documentation of the size and payment of the fee. If, for example, it has been agreed that the receiving club shall pay the Players' Agent's fee on behalf of the Player, the payment of the fee shall consequently, without exception, be made by set-off against the Player's contractual pay claim against the club and shall be stated in pay slips, etc.

## **5 The Players' Agent's Actual Authority**

- 5.1** The Players' Agent's authority to handle the Player's interests has been delimited to services aimed at obtaining employment for the Player as a professional football player in the following (tick one or two squares):

Country(ies) \_\_\_\_\_

Club(s) \_\_\_\_\_

- 5.2** The Players' Agent's authority in accordance with Sub-clause 5.1 shall be:

Exclusive for \_\_\_\_\_

Non-exclusive for \_\_\_\_\_

- 5.3** The Players' Agent's authority shall be for a fixed term, cf. Clause 3 of the present Contract.

- 5.4** The Players' Agent shall not be authorised under the present Contract to enter into any agreements on behalf of the Player or bind the Player in a binding contractual relationship in any other way whatsoever. All agreements shall be subject to the Player's final express approval and personal signature.

## **6 The Players' Agent's Obligations**

- 6.1** During the term of the Contract, the Players' Agent shall be under an obligation to handle the Player's interests in accordance with the present Contract. The Players' Agent shall also be under an obligation not to handle any interests that may be contrary to the Player's interests as described in the present Contract. This shall include that, in connection with negotiations on the Players' employment with or transfer to a given club, the Players' Agent must not have a representation contract, a co-operation agreement or shared interests with one of the other parties involved in the employment or club transfer or with a players' agent who represents one of the other parties involved in the employment or club transfer.
- 6.2** The Players' Agent shall be under an obligation only to represent the Player on markets on which he is able to exercise his profession in a sound and proper manner. The Players' Agent shall also be under an obligation only to undertake assignments to the extent to which the Players' Agent can perform them in an effective and proper manner.
- 6.3** The Players' Agent shall be under an obligation to comply with any statutes, rules and regulations issued by the Danish Football Association, FIFA and UEFA. The Players' Agent shall also be under an obligation to comply with public law legislation on the provision of labour and any other relevant mandatory legislation in the countries involved.



## **7 The Player's Obligations**

- 7.1** The Player shall be under an obligation to notify the Players' Agent of any offer or inquiry that the Player receives from any club or person attached to a club that comes under the Players' Agent's authority, cf. Clause 5.
- 7.2** If the Players' Agent's authority in accordance with Clause 5 is fully or partly exclusive, the Player shall be under an obligation not to enter into any contract or agreement with other players' agents that is contrary to the exclusivity agreed.
- 7.3** The Player shall be under an obligation to participate in all meetings in Denmark set up by the Players' Agent that must be regarded as reasonable under the Contract.

## **8 Other Agreements**

- 8.1** Any special agreements between the parties that supplement the present Representation Contract shall be in accordance with the principles in the Danish Football Association's and FIFA's Regulations Governing Players' Agents in force from time to time and shall be enclosed with the present Contract and submitted for registration with the Danish Football Association (and the Player's national football association if this is not the Danish Football Association) together with the present Contract.

## **9 Amendments of and Additions to the Contract**

- 9.1** Any amendments of and additions to the present Contract shall be in writing and shall be submitted for registration with the Danish Football Association (and the Player's national football association if this is not the Danish Football Association) in accordance with Clause 14 in order to be valid.

## **10 Other Advisory Services**

- 10.1** The present Contract shall not prevent the Player from receiving legal advice and advice on tax-related issues and to bring his own lawyer or accountant with him to any negotiations. The Player shall also be entitled at any given time to seek advice from the Danish Players' Association or from his next-of-kin in accordance with the provisions in the Danish Football Association's and FIFA's Regulations Governing Players' Agents in force from time to time.

## **11 Confidentiality**

- 11.1** The present Contract shall be a confidential document between the parties, and none of the parties shall be entitled to disclose the content of the Contract to any third party without the other party's express consent.

## **12 Governing Law**

- 12.1** The present Contract shall be interpreted and construed in accordance with Danish law.

## **13 Disciplinary Complaints and Civil Law Disputes**

- 13.1** The parties hereby accept and shall be bound by the provisions on complaints and disputes laid down in the Danish Football Association's and FIFA's Regulations Governing Players' Agents in force from time to time.



## 14 Signatures and Submission for Registration

**14.1** The present Contract has been signed by the parties in three (or four) copies, which will be distributed as follows after submission for registration with the Danish Football Association:

- 1) The Danish Football Association
- 2) The Players' Agent
- 3) The Player
- 4) The national football association with which the Player is registered (the copy is only to be submitted if the Player's national football association is not the Danish Football Association)

The deadline for submission for registration shall be 30 days from signing of the Contract.

\_\_\_\_\_

Date

\_\_\_\_\_

The Players' Agent (stamp and signature)

\_\_\_\_\_

Date

\_\_\_\_\_

The Player

\_\_\_\_\_

Date

\_\_\_\_\_

The guardian (if the Player is under 18 years of age)

### Confirmation of receipt of the Contract:

\_\_\_\_\_

Date

\_\_\_\_\_

The Danish Football Association (stamp and signature)

\_\_\_\_\_

Date

\_\_\_\_\_

The Player's national football association if this is not the Danish Football Association (stamp and signature)