AGREEMENT

BETWEEN

|  |  |
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|  | KK Jedinstvo BASKETBALL TEAM”Hereinafter the “club” |

AND

|  |  |
| --- | --- |
|  | , A United states citizen |

The parties acknowledge that they are signing a guaranteed contract, respecting principles of labour law.

ARTICLE 1 – TERM

Player will be an employee of Club for the 2020 season. Player contract begins on November 9th 2020 and terminates on May 27th , 2021. His employment duties are defined below. Player is an employee of Club for purposes including promotions and event participation in groups organized and/or sponsored by Club. Player's obligations under this Agreement will cease once Club concludes all of its play in league, cup and tournament. This Agreement is fully guaranteed for all payments in that Player must be paid all payments regardless of circumstances, including but not limited to lack of skill, injury(s), death or any other circumstance. İn the event of death, all salary payments will go to Player’s next of kin.

ARTICLE 2 - OBLIGATIONS OF PLAYER

Player will attend all practices, team meetings, matches -exhibitions and official games- organized by Club during the term of this Agreement, except in case of injury or illness, which prevents such participation. İf the Player does not abide by Club’s guidelines then termination of contract could be discussed. İn addition Player will respect the internal rules of Club, in its fullest. An English version of which he will be provided with upon his arrival.

ARTICLE 3 - BENEFITS TO PLAYER

All monies paid to Player by Club are “net”. Club assumes all charges of any kind linked to such payments, including all taxes. The payments are to be free and clear of all taxes of Club’s nation and locality. Should payment of any such taxes be required, it is responsibility of Club to pay them. All payments must be made in Euro in accordance to wire transfer instructions listed or other instructions to be provided by Player.

ARTICLE 4 – PAYMENTS

For the above mentioned period of time, Player will receive a total amount of payments of €16,000 net Euro for the season 2020 to be paid in full starting with the first payment of €2,000 Euro upon player arrival to the club.

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| --- | --- |
| Within 72 hours of arrivalNovember 30th December 30thJanuary 30thFebruary 30thMarch 30thApril 24thMay 27thTotal | € 2000€ 2000 € 2000€ 2000€ 2000 € 2000 € 2000 £ 2000€16000 |

İn the event Club is 10 or more days late a payment of Salary, a late fee of €100 per each day will assessed. İn the event Club is 45 or more days late with any payment, Player has right to negotiate about termination of the Agreement.

BONUSES

Bonuses are determined by the board of the club as follows:

Each Games Won : €300 Euro

Bonuses net of taxes will be paid the next salary of their achievement. The player accepted the disciplinary rules at the last page of the contract. The player will sign the disciplinary rules as all players do.

ARTICLE 5 - TAXES

The Club will timely pay all the MONTENEGRO taxes due from the net payments paid to the Player. The payments to the Player as described in ARTICLE 3 will be net. A tax credit statement will be timely provided to the Player for the payments of taxes, to be credited for the payment of Player’s EURO taxes. The Club will timely provide Player with the appropriate certificate of tax credit indicating that all required income tax sum in Club’s nation, state or province and city on all payments and bonus payments have been paid.

ARTICLE 6 - ADDITIONAL BENEFITS TO PLAYER

Club will provide Player with the following:

1. The club will arrange an apartment in good conditions with private bathroom and bedroom for the player alone. The Player will pay for all charges related to the use of a telephone, however the club will ensure that internet access is provided in the Players place of lodging.
2. The Club shall pay all proper and necessary expenses of the Player including reasonable board and lodging expenses while playing for the Club “on the road” and during training camp if the Player is not then living at the home provided for by the Club.
3. The Club will provide the Player with three meals a day (breakfast, lunch, dinner) or provide the Player with three separate meal vouchers (breakfast, lunch, dinner) in the amount reasonable and decided by the Club
4. 2 round trip plane tickets (Economy) for Player (USA- MONTENEGRO-USA)
5. The Club will organise and provide 1 extra round trip for 1 of the Players family member (USA- MONTENEGRO-USA.)
6. The club will provide a car in good conditions for the personal transportation of the player.
7. Full health insurance, covering illness and injury, with a reputable company guaranteeing just player 100% coverage of all illness or injury medical expense and all non-cosmetic dental expenses. Club will provide Player for all necessary medical and non-cosmetic dental expenses, including hospitalization, not covered by any aforementioned health insurance.
8. Visa and all necessary residence and working permits, and all other documents necessary for Player to play for Club shall be paid by player. Expenses during the Term, the Team shall promptly reimburse the player for all reasonable and necessary travel expenses and other disbursements (including travel to and fro Montenegro).
9. The club will provide a good color television with satellite service including English language sports and movie packages for the entire season for player’s private use.
10. The present contract is for the entire season and if the Player plays well he will be offered a contract to play for next season.

ARTICLE 7 – DISPUTE

Any dispute arising from or related to the present contract shall be submitted to the FIBA Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President.

The seat of the arbitration shall be Geneva, Switzerland.

The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (PIL), irrespective of the parties' domicile.

The language of the arbitration shall be English.

Awards of the BAT can be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland. The parties expressly waive recourse to the Swiss Federal Tribunal against awards of the BAT and against decisions of the Court of Arbitration for Sport (CAS) upon appeal, as provided in Article 192 of the Swiss Act on Private International Law.

The arbitrator and CAS upon appeal shall decide the dispute ex aequo et bono.

The Club warrants that this is a valid contract under MONTENEGRO Law and that any other league or team contract is not valid and this agreement is the one the parties will abide by. Any provision that cannot be enforced shall be modified to reflect the intentions of the parties as contained herein and to restore to the Player all rights to compensation and benefits under this Agreement. İn the event of the Player sustaining a serious injury he will be permitted to ask a second medical opinion of a doctor of his choice in United states and his contract will be full guaranteed.

ARTICLE 8 – RELEASE

Club shall grant Player an absolute and total release, which will allow him to play for any other team or Club in the world, excluding any other team or Club in Club's nation, with no payment or fee of any type due to Club except any fee required as a mandatory fee by the rules of the National Basketball Federation of Club's nation.

ARTICLE 9 – MEDICAL EXAMINATIONS

Club agrees that Player shall pass a medical examination for basketball players upon arrival in MONTENEGRO and that Club's obligations under this Agreement shall be contingent upon Player passing such examination. Both parties agree that such examination shall be conducted within 72 hours of Player's arrival in Montenegro Capital of MONTENEGRO and that Player will not participate in any Club activities (practice, games of any nature, training, etc.) until such examination is conducted. İf club does not perform exam within agreed to timeframe club loses the right to invalidate agreement based on any subsequent medical exam.

ARTICLE 10– ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and no other oral or written, regarding the subject of this Agreement will deemed to exist or to bind either of the parties hereto. This Agreement can be amended only in writing and cannot be transferred sold or otherwise assigned without Player’s prior written consent.

ARTICLE 11- ORIGINAL COPIES

This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of the signed Agreement shall be deemed to be an original. An exact copy of this Agreement will be executed in the official language of Club’s nation and will be filed in all required league and government offices by the Club.

İN WİTNESS WHEREOF, THE PARTİES HAVE CAUSED THİS agreement to be duly

executed as of the date written below.

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PLAYER DATE

 

  Wednesday October 28 2020

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CLUB DATE