

Player Loan Agreement Form

Instructions for use

Background: This Player Loan Agreement Form is provided to the teams in the _____ [League Name] (“**League**”) by _____ [League Entity] (the “**League Entity**”). The use of this form by teams and players is entirely optional. The League Entity created this form to: (1) help the loaning team (“Loaning Team”) and the receiving team (“Receiving Team”) specify their respective rights and obligations to each other and to the player, (2) ensure that player consent to the transaction is obtained (either in advance or at the time of the loan), (3) reduce the cost to teams of developing their own forms, and (4) reduce the confusion for players associated with different teams using different forms.

How to Use the Form: The form can be used “off the shelf” by adding the information in the blank spaces in the document. It can also be modified and customized by the teams and players, provided that any modifications meet the rules and policies established by the League Entity for player loans. The form is intended for player loans that take place between two teams located within EMEA. It is the responsibility of the teams involved to ensure that the loan agreement form they choose is compliant with relevant local laws. International player loans may require a different form, which the League Entity does not provide. The form agreement may be used by admitted teams in the League free of charge, provided all parties to the loan transaction accept the Disclaimers and other terms below. The form may not be published (on social media or elsewhere) or used for any purpose, other than the loan of players from a team in the League to another team.

Disclaimers: By using this form, the parties using the form (the loaning team, receiving team and player) each agree to the following:

1. **No Legal Advice:** This form is provided for informational purposes only and does not constitute legal advice. It is not a substitute for consulting with qualified legal professionals who can provide advice tailored to the specific circumstances of the teams and players.
2. **Use at Your Own Risk:** The use of this form is entirely voluntary and at the discretion of the teams and players. The loaning team and receiving team using this form assume all risks associated with its use, including any risks associated with any inaccuracies, omissions, or inadequacies in the form's content.
3. **No Warranties or Guarantees:** This document is provided “AS-IS” and without warranties or guarantees of any kind, either express or implied, regarding the accuracy, completeness, or suitability of this form for any particular purpose. The creators of this form make no representations or warranties regarding its legal effectiveness or compliance with applicable laws and regulations.
4. **Professional Review Recommended:** It is strongly recommended that teams and players seek legal counsel or consult with qualified professionals to review and adapt this form to their specific needs and to ensure compliance with all relevant local laws and regulations.
5. **Indemnification:** Each team using this form agrees (jointly and severally) to indemnify and hold harmless the League Entity and its parent, subsidiary, and affiliated companies, including each of their respective officers, directors, agents and employees (“**League Group Members**”) from any claims, losses, liabilities, or expenses (including attorney's fees) arising out of or related to the use of this form or any disputes that may arise in connection with it.
6. **Limited Liability:** To the fullest extent permitted by law, the League Entity and the other League Group Members shall not be liable for any direct, indirect, punitive, incidental, consequential, or special damages arising out of or in any way connected with the use of this form, including damages for loss of profits, data, or goodwill.
7. **No Attorney-Client Relationship:** The use of this form does not create an attorney-client relationship between the teams and player, on the one hand, and any League Group Member, on the other hand.

Player Loan Agreement

This Player Loan Agreement (“**Agreement**”) is made as of the date of the last signature below (“**Effective Date**”) by and between the esports team entity identified as the loaning team below (“**Loaning Team**”) and the esports team entity identified as the receiving team below (“**Receiving Team**”).

LOANING TEAM INFORMATION		
Team Name:	Team Entity:	
Address:	Email:	
RECEIVING TEAM INFORMATION		
Team Name:	Team Entity:	
Address:	Email:	
PLAYER INFORMATION		
Player Name/ Tag:	Email:	
Address:	Player consent for this loan is: Required <input type="checkbox"/> Previously obtained <input type="checkbox"/>	
LOAN DETAILS		
Loan Period	Start Date:	End Date:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and contract as follows:

1. Background. The Loaning Team and the player identified above (“**Player**”) have entered into a services agreement dated _____ (“**Player Agreement**”) pursuant to which, among other things, the Player has agreed to compete for the Loaning Team on an exclusive basis during the term of the Player Agreement. The Receiving Team desires to acquire the services of the Player on a temporary basis and the Loaning Team has agreed to make such services available to the Receiving Team on a temporary basis. The Player wishes to be transferred from the Loaning Team to the Receiving Team on a temporary basis as further described herein. The parties are entering into this Agreement to set forth the terms and conditions applicable to the Player’s temporary transfer (the “**Player Loan**”).

2. Loan Period. The Loaning Team shall Loan the Player to the Receiving Team on an exclusive and full-time basis for the duration of the loan period identified above (the “**Loan Period**”) to provide the services specified in the Player Agreement in accordance with its terms, subject to the temporary modifications set forth in this Agreement.

3. Player's Continued Employment with Loaning Team. During the Loan Period, the Player will continue to be solely an employee of the Loaning Team. The Loaning Team shall remain responsible for paying the Player and for providing the Player with the benefits specified in the Player Agreement, except as provided below with respect to prize money and travel expenses and as otherwise modified by this Agreement. The Loaning Team shall pay all necessary employment taxes regarding the Player, report the Player's income to the appropriate tax authorities, and withhold all taxes from the Player's income, as required by law. The Player shall not be entitled to receive any pay or benefits from the Receiving Team, except as provided below with respect to prize money and travel expenses and as otherwise specified by this Agreement.

4. Player Management. At all times during the Loan Period, the Player shall work under the exclusive direction, control, and supervision of the Receiving Team's coaches and management. The Receiving Team shall accept full and exclusive responsibility for the Player's actions performed in service to the Receiving Team during the Loan Period. During the Loan Period, the Player will have no work-related obligations for the Loaning Team unless otherwise agreed by the parties in writing.

5. Team Uniforms and Equipment. During the Loan Period, the Receiving Team will assume the Loaning Team's rights and obligations under the Player Agreement with respect to player uniforms and team-provided peripherals and other equipment.

6. Training Schedule; Sponsorship Agreements. During the Loan Period, the Receiving Team will assume the Loaning Team's rights and obligations under the Player Agreement with respect to the Player's participation in (and time off from) training, streaming, matches and sponsor events. During the Loan Period, the Receiving Team will also assume the Loaning Team's rights and obligations under the Player Agreement with respect to advertising, endorsement and sponsorship contracts unless otherwise agreed by the Player and the Receiving Team in writing.

7. Payment Terms. In consideration for the Loaning Team making the Player available to provide services during the Loan Period, the Receiving Team shall pay to the Loaning Team a fee at the monthly rate of EUR_____. [The Loaning Team will invoice the Receiving Team monthly for the payment, which shall be payable by the 15th day of the month following the services for which the invoice pertains. Payments shall be made by wire transfer to an account of the Loaning Team in [country]]. All payments made by the Receiving Team under this Agreement shall be without set-off, counterclaim, or condition, and otherwise in accordance with this Agreement.

8. Player Expenses. The Player may be required to travel during the Loan Period on behalf of the Receiving Team. During the Loan Period, the Receiving Team shall be responsible for paying (or reimbursing the Player for) all reasonable out-of-pocket business expenses incurred by the Player in connection with providing the services under this Agreement, including expenses incurred for business travel and accommodation in accordance with the Receiving Team's travel and reimbursement policy.

9. Prize Money. During the Loan Period, the Player waives all prize money and collective and personal bonuses from the Loaning Team specified in the Player Agreement. In return, during the Loan Period, the Receiving Team will pay the Player the prize money and collective and personal bonuses specified here: _____.

10. Conflicts of Interest. The Loaning Team and the Receiving Team each acknowledge and agree that: (a) the League's concurrent ownership and conflicts of interest policies ("**COI Policies**") apply to the loan of the Player; (b) any services provided by the Player to the Loaning Team during the Loan Period must be consistent with these COI Policies; and (c) a violation of the COI Policies by a party to this Agreement shall be deemed to be a material breach of this Agreement.

11. Termination.

11.1 Termination of Loan by Receiving Team. The Receiving Team may, in its sole discretion, terminate the services provided to it by the Player at any time and for any reason during the Loan Period by providing at least _____ days advance written notice to the Player and the Loaning Team. Additionally, the Receiving Team may terminate this Agreement by written notice to the Player and the Loaning Team if the Player is unable or unwilling to satisfactorily provide the services described in this Agreement for _____ consecutive workdays due to the Player's disability, illness, injury, or any other reason.

11.2 Termination of Employment by Loaning Team. This Agreement shall terminate automatically, without notice, if the Player's employment with the Loaning Team is terminated for any reason. The Loaning Team retains the sole authority to terminate the Player's employment and shall notify the Receiving Team in writing if it terminates the Player's employment.

11.3 Effect of Termination. On termination of the Loan the Player will cease performing services for the Receiving Team. The Receiving Team will pay any outstanding invoices for the Player's services within thirty (30) days following termination of the Loan/of receipt of an invoice sent in accordance with this Agreement.

12. **Indemnification.** Each party hereto (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other party (and its parent, subsidiary, and affiliated companies, including each of their respective officers, directors, agents and employees) (collectively, "**Indemnified Party**") from and against all third party losses, damages, liabilities, claims, actions, awards, and expenses, including reasonable outside attorney fees and costs (collectively, "**Losses**") based upon or arising out of (a) a breach (or allegation that, if true, would constitute a breach) of the Indemnifying Party's representations, warranties, covenants or obligations hereunder; or (b) a violation of applicable law. The Indemnified Party will tender an indemnifiable claim to the Indemnifying Party by (i) providing prompt written notice of any such indemnifiable claim to the Indemnifying Party; (ii) providing all information in the Indemnified Party's possession relating to the indemnifiable claim; and (iii) reasonably cooperating, at the Indemnifying Party's expense, with the Indemnifying Party's efforts to defend the claim. The Indemnifying Party shall have the right to control the defense and settlement of the indemnified claim, provided it does so diligently and in good faith, and to select its own counsel. The Indemnifying Party will have full control over such defense, including any settlement discussions or agreement, provided that the Indemnifying Party may offer any settlement, compromise or discharge that admits any liability or affects the rights of the Indemnified Party only upon prior written approval of the Indemnified Party. The indemnification obligations of the parties shall survive the expiration or termination of this Agreement.

13. **Player Consent.** If the box in the table above specifies that player consent to the Loan has been previously obtained, then the Loaning Team represents and warrants to the Receiving Team that the Player has provided advance consent for the Loan in the text of the Player Agreement. If the box in the table above specifies that player consent to the Loan is required, then the validity and enforcement of this Agreement is subject to the consent of the Player, which is evidenced by the Player's signature below.

14. General Provisions. This Agreement: (a) shall be governed by and construed in accordance with the laws of _____ without giving effect to its principles or rules of conflict of laws; (b) may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument; (c) may be amended or supplemented only by a written instrument signed by the parties hereto; (d) shall not be assigned by a party without the other party's prior written consent; (e) shall be binding upon the respective successors, trustees and permitted assigns of the parties hereto; (f) does not create a partnership, joint venture, agency, or other similar relationship between the parties hereto or authorized a party to waive any right, or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other; (g) shall not be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof, except that the League Entity shall be an intended third-party beneficiary of Section 10 of this Agreement with independent rights of enforcement; (h) shall remain valid and enforceable despite the holding by any court or arbitrator that any specific provision is invalid or unenforceable, except for such specific provision; and (i) constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement. No provision of this Agreement may be waived orally. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

[End of text; signature page follows]

In **WITNESS WHEREOF**, this Player Loan Agreement has been executed and delivered by the parties hereto on the Effective Date.

LOANING TEAM: _____		RECEIVING TEAM _____ :	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Accepted and Approved:
(if required)

Signed: _____

Player Name: _____