



PLAYER CONTRACTS IN CS:GO

This presentation outlines some of the key issues that players face when negotiating player contracts in professional CS:GO. We advise all players to get assistance from professionals in such situations.

01

THE "AGENCY" CONTRACT

Recently we have seen more player contracts in professional CS:GO defined as "agency contracts". This contract setup seems to be designed to take away as many rights from the players as possible. As a player you should make sure that you understand how this affects you. Player contracts in CS:GO should be employment contracts or independent contractor contracts, depending on the setup.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

02

COMPENSATION

Compensation may include salary, tournament bonus, ranking bonus, content bonus and others. Most players initially focus on the compensation offered which is understandable. If the compensation is not good enough, the rest of the terms become unimportant. Make sure all aspects of the compensation agreed is outlined in the contract, including when it will be paid.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

03 TERM

Fixed term contracts without any renegotiation rights for players are the norm in professional CS:GO. If you are a younger player, an up-and-coming player, if you expect your market value to rise or if you simply wish to keep your options open in the future, making sure the term is not too long is key.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

04 NO CAUSE TERMINATION

Some contracts in professional CS:GO include unilateral termination rights by the team. Such rights can include notice periods as short as 1 day or 1-3 months. Even so, such termination rights are not given to players. More players are asking to have such termination rights removed, so that both parties are bound to respect the fixed term contract as seen in most European contracts in traditional sports. We encourage all players to carefully consider this topic when negotiating contracts.

Do you have questions? Reach out to CSPPA at info@csppa.gg for more information.

05

TERMINATION FOR CAUSE

The player contract should include a detailed description on when and how a player may terminate a contract for cause. Specifically, a player should be able to terminate the contract immediately or following a short notice period in case of non-payment of salary/compensation. We encourage all players to carefully consider this topic when negotiating contracts. Reach out to CSPPA if you believe your team has violated your contract!

Do you have questions? Reach out to CSPPA at info@csppa.gg for more information.

06

TRADE CLAUSE

We have seen clauses where teams ask to have the right to unilaterally transfer a player to another team anywhere in the world without the players' consent. Such clauses likely originate from franchise league contracts and are extremely harmful for players and likely illegal in many countries. Many players have been able to remove such clauses during negotiations. We encourage all players to ensure that such clauses are removed.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

07

RIGHT OF FIRST REFUSAL

First option and first refusal rights are very common in contracts. Such clauses can include an obligation for players to share offers from other teams with your current team (even after the end of the contract term) and a right for the team to match the terms and prevent the player from leaving. It is our opinion that such clauses are extremely harmful for players and quite often illegal. Based on advice from the CSPPA several players have been able to remove such clauses from contracts and we advise all players to push to have these removed.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

08

BUY-OUT CLAUSES

We have seen a lot of conflicts between teams and players with regards to potential transfers, buy-out etc. We advise players to look into adding a fair buy-out clause in your contract, which is proportionate to the salary and compensation outlined in the contract. If there is no buy-out clause in the contract the team can block any transfer no matter the amount. However, be aware that adding a buy-out clause which is very high can be counter-productive as some teams have taken a long time to realize that the buy-out set is unrealistic, even if they would like to sell the player.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

09

FINES

Fines, negative compensation or “good behavior bonus” (which is often used as a fine disguised as a bonus) has often led to conflicts among players and teams. We have seen extensive “negative bonus structures” where teams deduct a big part of the salary if certain performance goals are not met. Further, we have seen fines imposed on players for actions known by the team and done a long time ago. Players should ensure that they are aware of and understand the rules on this matter. And it should be specified in the contract that teams cannot unilaterally enforce new rules on this matter which were not negotiated and set out in the contract.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

10 BENCHING

Almost all players will experience being benched during their careers. We have seen many players be “trapped” in contracts with little to no salary during benching. In such cases it is extremely important that players ensure that they can continue to pay their costs of living during a period of benching. Further, players can consider asking for a set maximum amount of time a player can spend on the bench before being able to force a release of the contract. Failing to account for salary reductions during benching may lead to financial troubles or teams having a great amount of leverage over a player in such situations.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

11

WORK HOURS / PLACE

To many players their setup at the office or home, as well as the practice schedules and routines are key. Whilst this is certainly something that can be evaluated on an ongoing basis by the parties, players should ensure that the agreed setup is set out in the contract.

Do you have questions? Reach out to CSPPA at info@csppa.gg for more information.

12

INJURY & ILLNESS

Many contracts include clauses that allow teams to terminate a contract on short notice if a player becomes ill, suffers from mental health issues or has an injury that impairs their ability to play - even if the cause for the illness or injury is from activities that the player is required to do by the team. We recommend that players consider removing such clauses. We further recommend that players that expect significant income from their job as a professional CS:GO player look into insurance.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

13

IP RIGHTS

This is a topic that is often overlooked by players which can cause significant problems. It is important to make sure that the team is only granted the license needed in order to promote the team and their sponsors. Further, it is important to ensure that such a license is only granted during the term of the contract and that clear rules have been established on how the team must stop using such rights including selling merchandise etc. after the end of the term.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

14

STREAMING & SPONSORS

Many players find it essential that they are not asked to do an excessive amount of streaming or team sponsorship work, as they feel it can negatively effect performance. While players should take into account that team sponsorships are a core part of the business of a team, it is recommended that players and the team agree on a limit to such work, so that both parties have the same expectations with regards to the amount of time and efforts that players need to spend on this.

Do you have questions? Reach out to CSPPA at info@csp.pa.gg for more information.

15

INDIVIDUAL SPONSORSHIPS

Individual sponsorships is something that we see more and more of in professional CS:GO. Such sponsorships can be a good way to help players improve their brand. Further, such individual sponsorships can help you get additional income. In cases where you feel the salary offered by a team is not ideal, asking for the right to have individual sponsorships that does not clash with team sponsors can be a good way for both parties to reach a compromise on compensation.

Do you have questions? Reach out to CSPPA at info@csppa.gg for more information.

16

SCHEDULE

Many contracts include clauses regarding how teams and players may determine what competitions to enter and how to determine the schedule of the team. If players wish to ensure that they have a say in such matters, you should make sure to include this in the contract in a balanced and fair manner.

Do you have questions? Reach out to CSPPA at info@csppa.gg for more information.

17

MATCHFIXING & DOPING

The contract should include references to the relevant rules and regulations. Further, the player contract should outline clear remedies for both player and team in cases of matchfixing and doping, including what happens during investigations that include the player or team, as well as how remedies can only be imposed following a final verdict which cannot be appealed.

Do you have questions? Reach out to CSPPA at info@csppa.gg for more information.

18

TEAM LEAVING CS:GO

We have seen teams include clauses in player contracts where the contracts can be terminated immediately if the team choose to leave CS:GO all together. When considering such clauses players should make sure that this clause cannot be abused as a way for the team to get out of the contract. Make sure that if a team enforce such a clause, then the team should not be able to re-enter CS:GO with new players immediately after terminating your contract.

Do you have questions? Reach out to CSPPA at info@csppa.gg for more information.

19

DISPUTE RESOLUTION

Unfortunately, no cheap and quick dispute resolution is available in professional CS:GO today. So players and teams must rely on regular courts to resolve disputes. The regular court system can be very expensive and take a lot of time. Depending on the country players should consider including arbitration court clauses in the contract. Further, the lack of cheap and quick dispute resolution makes it even more important that the contract terms are clear and easy to understand for all parties.

Do you have questions? Reach out to CSPPA at info@csppa.gg for more information.

20

REFUSAL OF ADVISORS

Players should always be entitled to choose their own advisors. If a contract proposal includes language that preclude you from receiving advice from an agent, a lawyer or from your association this should be a huge red flag and an indication that something is very wrong!

Do you have questions? Reach out to CSPPA at info@csppa.gg for more information.

21

GET HELP!

As a professional CS:GO player you are elite at what you do. However, when negotiating your first, second or third contract most players do not have the skills, the knowledge or the experience to handle all parts of a negotiation with a team. Get help! Contact an agent, a lawyer or reach out to CSPPA. Or better yet, do all three. You should make sure that you have all the help you need as each new contract is a huge step in your career as a professional CS:GO player!

Do you have questions? Reach out to CSPPA at info@csppa.gg for more information.



**FOUNDED
BY PLAYERS
FOR THE
PLAYERS** 