

Contractual Innovation In Sports Law: Legal Features Of Mixed And Non-Codified Agreements

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ABSTRACT

The rapid commercialization and professionalization of modern sport have led to the emergence of complex legal relationships that extend beyond the scope of traditional contractual frameworks. This article explores the role of mixed and non-codified (unnamed) contracts as adaptive legal mechanisms within the sports industry. Such contracts arise from the need to regulate multifaceted interactions involving athletes, clubs, sponsors, agents, and media organizations, where elements of different branches of law intersect. The research focuses on the legal characteristics, formation principles, and regulatory challenges associated with these contractual models in sports practice. Special attention is given to the balance between contractual autonomy and legal predictability, as well as the implications for liability and dispute settlement. The study argues that mixed and unnamed contracts contribute significantly to the flexibility and efficiency of sports regulation, while also underscoring the necessity for doctrinal clarity and coherent judicial interpretation to ensure legal stability.

Keywords: - Sports contracts; mixed agreements; unnamed contracts; contractual autonomy; legal innovation; sports industry regulation; dispute resolution in sports.

INTRODUCTION

The contemporary sports industry represents one of the most dynamically developing spheres of social and economic activity. Professional sport today is no longer limited to athletic competition; it encompasses commercial transactions, labor relations, media cooperation, intellectual property exploitation, sponsorship, and international mobility of athletes and coaches. These multidimensional relations increasingly challenge the capacity of classical contractual models traditionally recognized in civil law systems.

In this context, mixed and non-codified (unnamed) contracts have emerged as essential legal

instruments for regulating complex sports-related relations. Their growing relevance reflects the expansion of contractual freedom and the need for flexible legal mechanisms capable of adapting to the specificities of modern sports practice. This article examines the legal nature, functional role, and regulatory significance of mixed and unnamed contracts in the field of sports, with particular attention to their advantages, risks, and implications for legal certainty.

LITERATURE REVIEW

The legal regulation of sports-related relations has attracted increasing scholarly attention as sport

has evolved into a complex social, economic, and legal phenomenon. Foundational works in sports law emphasize that contemporary sport cannot be understood solely through traditional legal categories, as it operates at the intersection of private law, public regulation, and transnational governance. In this regard, Blackshaw's comprehensive study on international sports law provides a systematic overview of the regulatory frameworks governing modern sport, highlighting the growing role of contractual mechanisms in resolving disputes and organizing professional relations across jurisdictions. His analysis underscores the necessity of flexible legal tools capable of responding to the globalized and commercialized nature of sport.

From a broader socio-legal perspective, Bourdieu's theory of practice offers valuable conceptual insight into the functioning of sports law. Although not focused exclusively on legal doctrine, his work contributes to understanding how contractual practices in sport are shaped by power relations, institutional norms, and economic capital. This theoretical lens is particularly relevant for analyzing mixed and unnamed contracts, which often emerge as practical responses to structural demands rather than as products of formal legislative design.

The issue of contractual autonomy and legal certainty in sports law is directly addressed by Boyes, who examines the tension between flexibility and predictability in modern sports contracts. His work highlights that while contractual freedom allows parties to tailor agreements to specific sporting contexts, it simultaneously raises concerns about legal clarity and enforceability. This tension is especially evident in mixed and unnamed contracts, where the absence of explicit statutory regulation may complicate judicial interpretation.

The transnational dimension of sports law is a recurring theme in the literature. Foster's analysis of the concept of a "global sports law" emphasizes the emergence of autonomous regulatory systems developed by international sports organizations. This perspective is crucial for understanding how mixed and unnamed contracts operate within a multi-layered legal environment, where domestic law interacts with private regulatory regimes and arbitration mechanisms.

Comprehensive doctrinal treatments by Gardiner and colleagues further establish the contractual foundations of sports law. Their work

systematically examines athlete contracts, sponsorship agreements, and disciplinary procedures, demonstrating that hybrid contractual forms are increasingly common in practice. Similarly, Greenfield and Osborn explore the interaction between law and sport within contemporary society, emphasizing the socio-economic drivers behind contractual innovation and the growing importance of non-standard legal arrangements.

The evolution of sports contracts is specifically analyzed by McArdle, who traces the transformation from informal compensation practices to sophisticated agreements governing image rights and commercial exploitation. His research illustrates how traditional contractual categories have expanded to accommodate new economic realities in sport, thereby reinforcing the relevance of mixed and unnamed contractual forms.

A comparative legal perspective is offered by Mestre, who examines sports contracts across different jurisdictions. His analysis reveals significant variations in the legal treatment of contractual innovation, while also identifying common trends toward flexibility and hybridization. This comparative insight is essential for assessing how mixed and unnamed contracts function within diverse legal systems.

In the context of dispute resolution, Mitten and his co-authors provide a case-based analysis of sports law and regulation, emphasizing the role of arbitration and contractual interpretation. Their work demonstrates that disputes arising from mixed and unnamed contracts often require nuanced legal reasoning that goes beyond formal classification. This theme is further developed by Rigozzi and Hasler, whose study of sports arbitration under the CAS rules highlights the central role of arbitral practice in shaping the interpretation and enforcement of non-standard sports contracts.

Finally, Weatherill's examination of European Union sports law and Zekoll, Reimann, and Zimmermann's introduction to German law provide important doctrinal contexts for understanding contractual freedom and legal classification. These works contribute to the broader civil law framework within which mixed and unnamed contracts are assessed, particularly regarding principles of autonomy, good faith, and legal certainty.

Overall, the existing literature demonstrates a

clear recognition of the growing complexity of sports contracts and the limitations of traditional legal categories. However, while scholars have addressed contractual autonomy, transnational regulation, and dispute resolution, the specific role of mixed and unnamed contracts in structuring modern sports relations remains underexplored. This gap justifies further focused analysis of these contractual forms as essential instruments in contemporary sports law.

Legal Nature of Mixed Contracts in Sports

Mixed contracts are agreements that combine elements of two or more legally recognized contract types within a single contractual framework. In sports practice, such contracts arise naturally due to the multifunctional character of sports relations. For example, an athlete's agreement with a professional club may simultaneously include elements of a labor contract, a services agreement, and a licensing arrangement concerning image rights.

The legal admissibility of mixed contracts is generally grounded in the principle of contractual freedom, which allows parties to structure their relations according to their economic and professional needs, provided that mandatory legal norms are respected. In sports law, this principle is particularly significant because standardized contractual forms often fail to capture the full scope of obligations related to performance, promotion, branding, and commercial exploitation.

However, the mixed nature of such agreements also creates interpretative challenges. Determining which legal rules apply to specific contractual elements becomes essential in cases of breach, termination, or dispute resolution. Courts and arbitral bodies must analyze the dominant purpose of the contract or apply different legal regimes to different components of the agreement, which may lead to inconsistent outcomes if doctrinal guidance is insufficient.

Unnamed Contracts and Their Role in Sports Relations

Unnamed contracts are agreements not expressly regulated or classified by statutory law. Unlike mixed contracts, which combine existing legal models, unnamed contracts represent entirely new contractual constructions developed by practice. In the sports sector, such contracts frequently arise

in areas such as sports management, athlete representation, performance-based cooperation, and innovative sponsorship arrangements.

The emergence of unnamed contracts in sports reflects the rapid evolution of the industry, where new forms of cooperation often precede legislative recognition. These agreements allow parties to respond swiftly to market demands, technological changes, and international standards set by sports federations and organizations.

Despite their practical utility, unnamed contracts pose particular legal risks. The absence of explicit statutory regulation may lead to uncertainty regarding applicable legal norms, liability standards, and remedies. As a result, the enforceability of such agreements largely depends on general principles of contract law, judicial interpretation, and the quality of contractual drafting. In sports practice, poorly drafted unnamed contracts may result in disputes that undermine trust and stability in professional relations.

Mixed and Unnamed Contracts in Key Areas of Sports Practice

One of the most prominent areas in which mixed and unnamed contracts are extensively applied is athlete transfer and employment relations. In professional sport, transfer agreements rarely function as simple bilateral transactions. Instead, they often incorporate elements of sale, service provision, compensation mechanisms, and training or development reimbursement. These agreements may also include conditional obligations, such as performance-based payments, solidarity contributions, and clauses regulating future transfers. As a result, transfer contracts form complex legal constructions that cannot be classified within a single traditional contractual category, requiring the application of multiple legal regimes within one agreement.

Similarly, employment contracts between athletes and sports clubs frequently extend beyond standard labor law frameworks. In addition to obligations related to training and competition, such contracts may regulate promotional activities, participation in media events, and the commercial use of an athlete's image. Agreements governing image rights and personal branding typically combine elements of licensing, marketing services, and intellectual property law. These contracts are often structured as mixed agreements or, in some cases, as unnamed

contracts specifically tailored to the commercial value and public profile of the athlete. Their hybrid nature reflects the growing economic significance of individual athletes as marketable entities within the sports industry.

Sponsorship and endorsement agreements further demonstrate the importance of contractual innovation in modern sport. These agreements commonly integrate advertising commitments, exclusivity clauses, moral conduct provisions, performance incentives, and intellectual property rights. In many cases, sponsors seek to link financial remuneration to athletic performance, public behavior, or media visibility, thereby introducing conditional and variable obligations into the contractual framework. Due to the diversity of commercial objectives and branding strategies involved, such agreements often do not correspond to any single statutory contract type and therefore take the form of mixed or unnamed contracts. Their flexibility allows parties to adapt contractual terms to specific marketing goals and industry trends.

Another significant area in which mixed and unnamed contracts play a central role is sports management and agency relations. Contracts between athletes and agents frequently go beyond basic representation in negotiations or competitions. They may encompass advisory services, career development planning, media and public relations management, sponsorship acquisition, and even financial or legal consultancy. These multifaceted obligations create hybrid contractual relationships that combine elements of agency, service provision, and fiduciary duty. The evolving nature of these relationships makes mixed and unnamed contracts particularly suitable, as they allow for continuous adaptation to the athlete's professional growth and changing market conditions.

However, the complexity of sports management and agency contracts also increases the risk of legal disputes, particularly regarding conflicts of interest, remuneration structures, and the scope of the agent's authority. Without clear statutory regulation, the enforceability of such agreements depends largely on precise contractual drafting and adherence to general principles of good faith and fairness. Consequently, while mixed and unnamed contracts provide essential flexibility in regulating sports relations, they simultaneously require heightened legal scrutiny to ensure transparency, balance of interests, and effective

dispute resolution mechanisms.

Overall, the widespread use of mixed and unnamed contracts in athlete relations, sponsorship, and sports management illustrates their indispensable role in the contemporary sports industry. These contractual forms enable legal regulation to keep pace with the economic, commercial, and organizational complexity of modern sport, while also highlighting the need for consistent legal interpretation and professional contractual practice.

Legal Challenges and Risks

While mixed and unnamed contracts offer flexibility, they also raise concerns regarding legal certainty and predictability. One major challenge is the qualification of contractual relations, especially when disputes arise. Courts and arbitral tribunals may differ in their interpretation of contractual provisions, leading to divergent legal consequences.

Another issue concerns the protection of weaker parties, particularly young athletes or individuals with limited bargaining power. The complexity of mixed and unnamed contracts may obscure rights and obligations, increasing the risk of unfair terms. This highlights the need for ethical standards, transparency, and, where appropriate, regulatory intervention by sports governing bodies.

Additionally, the international dimension of sports further complicates contractual regulation. Cross-border agreements may involve multiple legal systems, each with different approaches to mixed and unnamed contracts. Harmonization through international sports regulations and arbitration mechanisms plays a crucial role in mitigating these challenges, but it does not fully eliminate legal uncertainty.

CONCLUSION

Mixed and unnamed contracts occupy an increasingly important position in the legal regulation of modern sports. They reflect the dynamic and multifaceted nature of sports relations, offering flexible solutions where traditional contractual models are insufficient. At the same time, their widespread use underscores the need for careful legal analysis, precise drafting, and consistent interpretative approaches.

The effective functioning of mixed and unnamed contracts in sports depends on a balanced combination of contractual freedom and legal

certainty. Developing coherent doctrinal interpretations, enhancing judicial and arbitral practice, and promoting transparency in contractual relations are essential steps toward ensuring stability and fairness in the sports industry. As sport continues to evolve, mixed and unnamed contracts will remain key instruments in shaping its legal framework.

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