

The Role Of Mixed And Innominate Contracts In The Field Of Sports

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Abstract: This article analyzes the legal nature, types, and practical significance of mixed and innominate contracts in the field of sports. In modern sports relations, alongside traditional contractual forms, agreements that combine elements of several contract types, as well as contracts not expressly named in civil legislation, are widely used. The article examines the application of such contracts through examples involving athletes, coaches, sports clubs, federations, sponsors, and agents. Particular attention is paid to the principle of freedom of contract, legislative requirements, and legal risks arising in the conclusion and execution of mixed and innominate contracts in sports activities. The study demonstrates that these contractual forms play an important role in regulating complex and dynamic sports relations.

Keywords: Sports law, civil law, mixed contracts, innominate contracts, sports contracts, freedom of contract.

Introduction: In contemporary society, sport is no longer limited to physical activity and competition. It has evolved into a complex sphere encompassing economic, legal, commercial, and social relations. The professionalization and commercialization of sports, the development of sponsorship, media rights, athlete transfers, and agent activities have significantly expanded the range of contractual relations in this field.

Traditional contract types provided by civil legislation are often insufficient to regulate the diversity of modern sports relations. As a result, mixed and innominate contracts have become increasingly important legal instruments. These contracts allow parties to structure their relations flexibly while taking into account the specific characteristics of sports activities.

The scholarly literature on contractual regulation in the field of sports demonstrates a growing interest in the interaction between civil law principles and the specific nature of sports relations. Researchers approach this topic from both general contract law perspectives and the specialized domain of sports law, which together form the theoretical foundation for analyzing mixed and innominate contracts in sports.

LITERATURE REVIEW

Askarov (2023) focuses directly on the contractual regulation of sports relations within civil law, emphasizing that modern sports activities generate complex legal relationships that cannot be fully regulated by traditional contract types. The author highlights the increasing use of mixed and innominate contracts in sports practice and underlines the importance of the freedom of contract principle as a key legal basis for such agreements. This work is particularly relevant for understanding how national civil law frameworks, including those of Uzbekistan, adapt to the evolving needs of professional sports.

The works of Blackshaw (2017) and Gardiner et al. (2021) provide a comprehensive overview of sports law as a distinct legal field. Blackshaw examines sports marketing agreements and demonstrates how sponsorship, advertising, and media contracts often combine elements of different contractual models, thereby functioning as mixed contracts. Gardiner and co-authors offer a systematic analysis of sports law, including contractual relations between athletes, clubs, sponsors, and governing bodies, and note that many sports-related agreements operate outside classical civil law classifications.

Bogdanov (2018) contributes to the theoretical understanding of mixed contracts in civil law by

analyzing their legal nature, structure, and application. Although the author does not focus exclusively on sports, the theoretical conclusions regarding the coexistence of multiple contractual elements within a single agreement are directly applicable to sports relations. This study provides an essential doctrinal basis for examining mixed contracts used in professional sports.

Foster, O'Leary, and McVeigh (2019), as well as McArdle (2018), explore sports law within broader social and regulatory contexts, particularly in European legal systems. Their research highlights how sports contracts are influenced by labor law, competition law, and regulatory frameworks established by sports governing bodies. These studies demonstrate that sports contracts often operate within a hybrid legal environment, reinforcing the relevance of mixed and innominate contractual forms.

General contract law theory is addressed in the work of Poole (2020), who outlines fundamental principles governing contractual obligations, including formation, interpretation, and enforcement. This textbook is particularly valuable for understanding how general civil law rules apply to innominate contracts, which rely heavily on overarching legal principles rather than specific statutory regulation. Raday (2016) further develops this discussion by analyzing the freedom of contract and its limitations, emphasizing that contractual autonomy must be balanced with mandatory norms, fairness, and public policy considerations. These insights are crucial when assessing the validity and enforceability of non-standard contracts in sports.

The concept of *lex sportiva*, discussed by Siekmann and Soek (2012), introduces an additional dimension to the literature. Their work explains how sports law operates as a transnational normative system shaped by international sports organizations and arbitration bodies. This perspective is particularly relevant for sports contracts that involve cross-border elements, where innominate and mixed contracts must align not only with national civil law but also with international sports regulations.

The Concept of Mixed and Innominate Contracts

In civil law theory, a mixed contract is understood as an agreement that combines elements of two or more legally recognized contract types within a single contractual framework. Such contracts arise when the parties seek to regulate complex relations that cannot be adequately covered by a single traditional contract model. The legal regulation of mixed contracts is based on the application of the relevant legal norms governing each constituent contract element, provided

that these norms do not contradict the nature of the agreement, the intent of the parties, or mandatory provisions of law. In practice, this requires a functional analysis of the contract to determine which legal rules apply to specific obligations contained within it [1,2,3].

Mixed contracts reflect the adaptive capacity of civil law, allowing it to respond to evolving social and economic relations. In sectors characterized by multifaceted interactions—such as sports—mixed contracts serve as an effective legal mechanism for balancing diverse interests. For example, a single agreement may regulate labor relations, service provision, intellectual property use, and commercial promotion. This integrative approach ensures legal coherence while maintaining contractual flexibility.

By contrast, an innominate contract refers to an agreement that is not expressly defined or regulated as a distinct contract type in civil legislation. Unlike mixed contracts, which combine existing contractual forms, innominate contracts represent entirely new or atypical contractual arrangements developed by the parties to meet specific practical needs. Their legal validity is derived from the general provisions of civil law, including rules on obligations, consent, consideration, and liability, as well as from the overarching principle of freedom of contract.

The regulation of innominate contracts requires careful attention to mandatory legal norms and public policy considerations. Although parties are free to determine the content of their agreement, such freedom is not absolute. Innominate contracts must not violate statutory prohibitions, moral standards, or fundamental principles of justice and fairness. Courts and legal practitioners often play a decisive role in interpreting these contracts, filling regulatory gaps through analogies of law and principles of good faith [3,4,5,6].

The principle of freedom of contract, recognized in the legislation of many jurisdictions, including Uzbekistan, constitutes the normative basis for both mixed and innominate contracts. This principle allows parties to determine whether to enter into a contract, select contractual partners, define the terms and structure of the agreement, and create new contractual models not expressly provided by law. In the context of sports relations, contractual freedom enables participants to address unique issues such as athlete representation, sponsorship obligations, image rights, and performance-related incentives.

At the same time, the exercise of contractual freedom in mixed and innominate contracts must be balanced with the need for legal certainty and protection of weaker parties. In sports law, this balance is particularly

important, as contractual relations often involve asymmetries of power and information between athletes, clubs, agents, and commercial entities. Therefore, the development and application of mixed and innominate contracts require not only legal creativity but also adherence to principles of fairness, transparency, and proportionality.

Mixed contracts are widely used in the sports sector due to the complex and multifaceted nature of sports activities, which simultaneously involve labor relations, commercial transactions, intellectual property, and public representation. The rapid development of professional sports has led to contractual models that cannot be fully regulated by a single traditional contract type. As a result, mixed contracts serve as a practical legal instrument that allows several interconnected legal relations to be combined within one agreement, ensuring flexibility and legal coherence.

Agreements concluded between athletes and sports clubs represent one of the most common forms of mixed contracts in sports relations. Such agreements usually combine elements of employment contracts, service contracts, and commercial or advertising agreements. Alongside their core obligation to participate in training sessions and competitions, athletes are often required to engage in promotional activities, represent sponsors, comply with club branding policies, and maintain a public image consistent with the interests of the club. These contracts may also regulate remuneration, performance-based bonuses, disciplinary responsibility, medical supervision, insurance, and the use of the athlete's image for commercial purposes. The mixed nature of these agreements allows sports clubs to comprehensively regulate various aspects of cooperation with athletes within a single contractual framework, although it also increases the need for precise legal drafting [7].

Coaching contracts are another clear example of mixed contracts in the sports sector. Such agreements typically include elements of service provision, educational activity, and managerial responsibility. Coaches are responsible not only for conducting training and preparing athletes for competitions, but also for strategic planning, team management, talent development, and sometimes administrative decision-making. Coaching contracts often establish performance indicators, evaluation criteria, and liability for unsatisfactory results. They may also contain provisions on confidentiality, professional ethics, and non-competition. The combination of these diverse obligations within a single contract reflects the complex role of coaches in modern sports

organizations.

Sponsorship agreements in sports also frequently take the form of mixed contracts. These agreements usually combine elements of financing with advertising, marketing, and image-promotion obligations. Sponsors provide financial resources, equipment, or other forms of support, while athletes or sports organizations undertake to promote the sponsor's brand through competitions, media appearances, advertising campaigns, and public events. Such contracts regulate not only funding conditions but also brand visibility, media exposure, exclusivity, and the use of intellectual property associated with sports events or personalities. The mixed contractual structure enables parties to comprehensively address commercial and legal aspects within a single agreement [8].

Alongside mixed contracts, a significant number of legal relations in sports are regulated through innominate contracts. These agreements arise in situations where civil legislation does not establish a specific contract type, but where practical needs require contractual regulation. In sports practice, innominate contracts are especially common in areas characterized by innovation and rapid development.

Examples of innominate contracts include athlete representation and agency agreements, contracts governing the use of athletes' image and personality rights, agreements related to broadcasting and digital media rights, as well as cooperation agreements between sports organizations and event organizers. These contracts are concluded on the basis of the general provisions of civil law and rely heavily on the principle of freedom of contract.

Innominate contracts are governed by general rules on obligations, liability, and dispute resolution. Their legal effectiveness largely depends on the clarity and precision with which contractual terms are formulated. Because specific legislative regulation is absent, parties must independently define essential conditions, including rights and obligations, duration, remuneration, intellectual property use, and termination procedures. In the event of disputes, courts often interpret such contracts by applying analogies of law and general principles such as good faith, fairness, and reasonableness. Consequently, careful legal drafting and professional legal assessment play a decisive role in ensuring the stability and enforceability of innominate contracts in sports relations.

The use of mixed and innominate contracts in the sports sector is associated with a number of legal challenges and risks arising from their complex structure and the absence of detailed legislative

regulation. One of the primary difficulties lies in the ambiguity of contractual terms. Because such contracts often combine elements of different legal agreements or introduce entirely new contractual models, imprecise wording may lead to uncertainty regarding the scope of rights and obligations of the parties. This ambiguity complicates contract performance and increases the likelihood of divergent interpretations [9].

Another significant challenge concerns the determination of applicable legal norms. In mixed contracts, it is often necessary to identify which legal provisions govern specific parts of the agreement. Conflicts may arise when different contractual elements are subject to distinct legal regimes, such as labor law, civil law, or intellectual property law. Without clear contractual guidance, resolving such conflicts may require judicial interpretation, which can be time-consuming and unpredictable.

In the case of innominate contracts, the lack of specific statutory regulation further increases legal risks. Parties rely primarily on general principles of civil law, which may not always provide sufficiently detailed guidance for resolving complex sports-related disputes. Insufficient regulation of essential terms, such as remuneration, liability, termination conditions, or the use of image and media rights, may result in disputes that undermine contractual stability and damage long-term cooperation between parties.

These risks highlight the importance of careful legal drafting and professional legal review when concluding mixed and innominate contracts in sports. Clearly defining the subject matter of the contract, the distribution of responsibilities, performance standards, duration, and mechanisms for dispute resolution can significantly reduce legal uncertainty. Particular attention should be paid to clauses addressing liability, force majeure, confidentiality, and termination, as these issues often become the source of disputes in sports practice [10].

Mixed and innominate contracts play a significant role in regulating modern sports relations by providing flexible legal mechanisms capable of accommodating the dynamic and multifaceted nature of sports activities. Through the combination of various contractual elements or the creation of new contractual forms, parties are able to tailor legal solutions to the specific needs of athletes, clubs, sponsors, agents, and other participants in the sports sector. This flexibility allows sports relations to develop in line with economic, technological, and social changes.

At the same time, the widespread use of such contracts

requires a high level of legal awareness and professionalism from all parties involved. The further development of sports law should therefore focus on improving legal frameworks, clarifying the application of general civil law principles to sports relations, and developing practical guidelines for drafting and interpreting mixed and innominate contracts. Such measures will contribute to greater legal certainty, reduce the risk of disputes, and ensure balanced protection of the interests of all participants in sports relations.

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