Contracts Best Practices



Below are sample contract terms and provisions that you may want to review, consider, and understand as you engage in NIL services. You are encouraged to consult with legal counsel or a service provider about what terms and provisions are best suited for your NIL arrangements. For additional information, please review the educational resources on NIL Assist.

LEGAL

TERM	CLAUSE
Description of work or services to be performed by the student-athlete	If requested by Company in writing, subject to Athlete's prior professional and personal commitments, Athlete shall perform the following services at mutually-agreed dates, times, and locations: [insert details of services]
Amount of compensation	Company shall pay Athlete $[insert amount] to an account specified by Athlete, which may be amended from time to time by Athlete in its sole discretion upon prior written notice to Company, e-mail being sufficient. The fee shall be paid on the following schedule: [insert schedule]
Duration of the contract	The term of this Agreement shall commence on [insert date] and conclude on [insert date] unless terminated earlier as set forth herein.
Attestation that compensation is being provided for work or service performed and not for athletics participation	Company represents and warrants that the fee paid to Athlete hereunder is in exchange for the licenses rights granted by Athlete and services performed by Athlete hereunder and not for Athlete's athletic performance.
Attestation that compensation is not being provided as a recruiting inducement	Company represents and warrants that it has not induced and will not induce Athlete to be enrolled at any postsecondary educational institution.
Termination clause for breach of contract	Athlete may terminate the Agreement in the event Company breaches any covenant or fails to perform any of its obligations under the terms of the Agreement, and fails to cure the breach within ten (10) days after the receipt of notice from Athlete.
Student-athlete right to terminate contract at end of NCAA eligibility	Athlete may terminate the Agreement immediately if Athlete no longer participates in or is no longer eligible to participate in an athletic program at a postsecondary educational institution.
Permit disclosure of the contract or contract terms to the NCAA, member conference or institution consistent with state law and NCAA policy	Athlete may provide a copy of this Agreement to the postsecondary educational institution at which Athlete is enrolled.
Company responsible for clearances of right to use postsecondary education institution intellectual property	Company shall, to the extent applicable, be solely responsible for obtaining any and all appropriate clearances and/or permissions from any applicable third parties at Company's sole cost and expense including, without limitation, the rights to any intellectual property of Athlete's postsecondary educational institution incorporated pursuant to the Agreement.
Exclusivity [*Note*: The Company may ask for the Athlete to agree to provide services exclusively to them for a period of time and not endorse any other companies during this time. The Athlete should try to make all agreements non-exclusive. In the event the Company insists on exclusivity, the Athlete should try to limit the time period of the exclusivity, as well as limit the scope of the exclusivity (i.e., the category of companies or products with which the Athlete cannot partner during the set period of time)]	***Non-Exclusive:*** Company hereby agrees to engage Athlete on a non-exclusive basis.
	Limited Exclusivity: During the term of the Agreement, Athlete agrees not to (i) promote or endorse [insert competitive companies or products] via Athlete's social media channels by posting any image, name or handle of, or reference to, [insert the same competitive companies or products], (ii) render any spokesperson, endorsement, or sponsorship services of any kind for [insert the same competitive companies or products]; or (iii) grant to any third party the right to use Athletes name, image or likeness in any advertising or publicity materials for any [insert the same competitive companies or products]. Athlete shall have the right to attend or appear in any television, film, podcast, radio or any other media entertainment or news program, or any event or branded experience that is sponsored by, or includes product placement or commercial tie-ins with, a [insert the same competitive companies or products], provided that in doing so Athlete does not endorse [insert the same competitive companies or products].

Contracts Best Practices (cont.)



SERVICES

The following are sample clauses that you may see for performing certain NIL services.

TERM	CLAUSE
Public Appearance	Athlete shall participate in [insert number] public appearances, which shall each be no longer than [insert time] hours, which shall be consecutive and on dates and times requested by Company, subject to reasonable advance notice and Athlete's availability. Company acknowledges and agrees that Company shall be responsible for all costs associated with the public appearance (e.g., travel costs, Athlete's chosen wardrobe and glam, etc.).
Autograph	Athlete will personally autograph [insert product or item to be autographed] supplied by the Company, in the area mutually agreed and at a time, date, and location mutually agreed upon.
Photoshoot	Athlete shall participate in [insert number] photo shoot(s) (not to exceed [insert time] minutes, and to occur in the offseason unless Athlete approves otherwise) to capture up to [insert number] photographs of Athlete for use solely for [insert use]. Company acknowledges and agrees that Company shall be responsible for all costs associated with the photo shoot (e.g., travel costs, Athlete's chosen wardrobe and glam, etc.). The date, time, and location of the photo shoot shall be mutually agreed and subject to Athlete's availability.
Social Media	Athlete will post to its owned and controlled social media account(s) (e.g., Instagram, TikTok) the following [in-feed/posts][stories with [insert number] frames] on dates and at times to be mutually agreed upon: [insert number of posts and platform of the posts]. Company to provide all necessary captions, copy or disclosures required under applicable rules, laws and regulations, and warrants that such captions, copy and/or disclosures will comply with all applicable rules, laws and regulations. Athlete shall have prior approval over caption and copy.
Commercial	Athlete shall participate in [insert number] content creation days, which shall each be no longer than [insert time] hours, which shall be consecutive and on dates and times requested by Company, subject to reasonable advance notice and Athlete's availability. Company acknowledges and agrees that Company shall be responsible for all costs associated with the content creation days (e.g., travel costs, Athlete's chosen wardrobe and glam, etc.). Athlete shall have approval over all content and all uses of the content from such content creation days.
Camps/Lessons	Athlete agrees to participate in a minimum of [insert number] training camps and [insert number] lessons. All details to be mutually agreed.
Royalty	Company agrees to pay to Athlete a non-refundable royalty of all gross sales of the products at the following rate: [insert number] %.