**NIL Contract Checklist for Student-Athletes**

**(Review Before Signing Any Name, Image, or Likeness Deal)**

Use this checklist to ensure your NIL agreement protects your rights and complies with NCAA/school rules. Always consult an attorney before signing.

**✅ 1. Basic Deal Terms**

**- Parties Involved:**

- Your full legal name + entity (if applicable, e.g., LLC).

- Company/brand’s legal name and contact info.

**- Compensation:**

- Exact payment amount ($) and structure (flat fee, commission, bonuses).

- Payment timeline (e.g., 50% upfront, 50% upon completion).

**- Duration:**

- Start and end dates (one-time post vs. multi-year deal).

✅ 2. Permitted Uses of Your NIL

- Scope of Rights:

- What can the brand do with your likeness? (e.g., social ads, billboards).

- Any exclusivity clauses? (e.g., can’t promote competitors).

- Approval Rights:

- Do you have final say over how your image is used?

✅ 3. Compliance & Eligibility Protections

- School/NCAA Compliance:

- No “pay-for-play” language (compensation must be for NIL, not athletic performance).

- No use of school logos/trademarks without permission.

- Disclosure Requirements:

- Does the contract require you to report the deal to your school?

✅ 4. Termination & Breach Clauses

- Early Termination:

- Can either party back out? Under what conditions?

- Are there penalties for termination?

- Breach Remedies:

- What happens if you or the brand violates the agreement?

**✅ 5. Intellectual Property (IP) Rights**

- Ownership:

- Who owns the content created (e.g., photos, videos)?

- Can the brand reuse your likeness after the contract ends?

- Royalties:

- Are you entitled to royalties for future use?

**✅ 6. Liability & Indemnification**

- Protections for You:

- Does the brand assume liability for legal issues (e.g., false advertising claims)?

- Confidentiality:

- Are you prohibited from disclosing deal terms?

**✅ 7. Miscellaneous Clauses**

- Governing Law: Which state’s laws apply?

- Dispute Resolution: Mediation/arbitration required before lawsuits?

- Force Majeure: What happens if unforeseen events (e.g., injury) prevent performance?

**Red Flags to Watch For**

🚩 Vague language (e.g., “the brand may use your likeness in any way”).

🚩 Unlimited exclusivity (e.g., bans all competitor promotions indefinitely).

🚩 Unilateral termination (only the brand can cancel the deal).

**Next Steps**

1. Have an attorney review the contract.

2. Disclose the deal to your school (if required).

3. Keep records of all payments and communications.

**Need a lawyer? Contact a sports attorney or your school’s compliance office.**