# Name, Image, and Likeness (NIL) Partnership Agreement

Date: [Insert Date]

### **Parties Involved:**

- Business Name: [Business Name]
  - Contact Person: [Business Representative]
  - Position: [Representative's Position]
  - **Email:** [Representative's Email]
  - **Phone:** [Representative's Phone]
- Student-Athlete Name: [Student-Athlete's Name]
  - o University: [University Name]
  - o **Sport:** [Sport]
  - **Email:** [Student-Athlete's Email]
  - **Phone:** [Student-Athlete's Phone]

# 1. Purpose of Agreement

This agreement establishes a partnership between [Business Name] and [Student-Athlete's Name] to promote [Business Name]'s products/services using the student-athlete's name, image, and likeness (NIL). The goal is to benefit both parties while adhering to all relevant rules and regulations.

### 2. Partnership Activities

# [Student-Athlete's Name] agrees to:

### • Social Media Promotions:

- Post [number] times on platforms like Instagram, Twitter, or TikTok, featuring [Business Name]'s products/services.
- Share [number] stories or live sessions discussing experiences with [Business Name]'s offerings.

### • Personal Appearances:

Attend [number] events, such as store openings or community engagements, as a brand ambassador.
Participate in [number] virtual events or webinars hosted by [Business

### • Content Creation:

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- Collaborate on [number] blog posts, articles, or videos for [Business
   Name]'s website or marketing campaigns.
- Co-create [number] tutorials or demonstrations showcasing product usage.

# • Merchandising:

 Endorse co-branded merchandise, including apparel or equipment, with joint branding elements.

### [Business Name] agrees to:

# • Financial Compensation:

Provide a total of \$[Total Amount], distributed as outlined in Section
 3.

### • Product/Service Provision:

 Supply [describe products/services], valued at \$[Value], for personal use or promotional purposes.

# • Marketing Support:

- o Promote [Student-Athlete's Name] through [Business Name]'s channels, including social media shout-outs, website features, or press releases.

  Professional Development:
  - Offer opportunities for [Student-Athlete's Name] to engage in [describe opportunities, e.g., internships, workshops], enhancing skills relevant to future career aspirations.

# 3. Payment Details

The total payment for this agreement is \$[Total Amount], structured as follows:

# • Initial Payment:

• \$[Amount], payable when signing the agreement.

### • Milestone Payments:

- \$[Amount] after completing [specific activity], expected by [date].
- \$[Amount] after completing [specific activity], expected by [date].

# • Final Payment:

• \$[Amount] after fulfilling all responsibilities, no later than [date].

All payments will be processed via [preferred payment method] within [number] business days of receiving an invoice.

# 4. Agreement Duration and Ending Terms

This agreement starts on [Start Date] and ends on [End Date]. It can be ended early under these conditions:

• Mutual Agreement:

o Both parties agree in writing to end the agreement.

#### • Failure to Meet Terms:

 If either party doesn't fulfill their responsibilities, with a [number]-day period to correct the issue after written notice.

# • Legal or Rule Changes:

• New laws or rules make the agreement non-compliant or void.

Notices to end the agreement must be submitted in writing at least [number] days before the desired end date.

### **5. Rules and Legal Matters**

Both parties commit to following all applicable rules, including:

#### • NCAA and School Policies:

 Ensuring the partnership doesn't affect [Student-Athlete's Name]'s eligibility or break university guidelines.

#### • State and Federal Laws:

o Complying with relevant NIL laws and advertising standards.

#### • Clear Contracts:

- Having a clear written agreement outlining all terms and conditions.
- No Pay-for-Play: on fe Media
  - Ensuring payment is for legitimate services and not to influence athletic performance or school choice.

# • Disclosure Requirements:

[Student-Athlete's Name] will report this agreement to [University
 Compliance Office] as required.

# 6. Confidentiality

All non-public information shared during this partnership will remain confidential. Neither party will disclose such information without prior written consent, except as required by law or university policy.

### 7. Protection Against Losses

Each party agrees to protect the other from any claims, damages, or liabilities arising from:

### • False Statements:

• Any false statements made during the partnership.

### • Negligence or Wrongdoing:

 Actions leading to legal claims or damages due to negligence or intentional wrongdoing.

### 8. Governing Law

This agreement will be governed by and interpreted according to the laws of the State of [State], without considering its conflict of law principles.

# 9. Complete Agreement

This document represents the entire agreement between the parties and replaces all prior discussions, agreements, or understandings. Any changes must be made in writing and signed by both parties.

# 10. Signatures

By signing below, both parties acknowledge their understanding and acceptance of the terms outlined in this NIL partnership agreement.

#### **Student-Athlete:**

• Signature:

• Name: [Student-Athlete's Name]

• Date: [Date]

# **Business Representative:**

• Signature:

• Name: [Business Representative]

• Position: [Position]

• Date: [Date]

#### 11. Contact Information

For any questions or communications regarding this agreement, please contact:



Email: [Student-Athlete's Email]

o Phone: [Student-Athlete's Phone]

• [Business Representative]:

o Email: [Business Representative's Email]

• Phone: [Business Representative's Phone]