

Example NIL Agreement

Student Athlete Sponsorship Agreement

This Student Athlete Sponsorship Agreement is executed on _____, 2023 between **NIL Company** (Sponsor) and _____, (Athlete).

Athlete and Sponsor have agreed to enter into a contractual relationship wherein athlete will provide services, use of their name, image, and likeness to Sponsor in exchange for product and compensation. The following sets the terms of usage:

1. **Compensation:** Sponsor agrees to pay the Athlete the sum of \$_____ to be paid on a monthly basis for the duration of _____ months, totaling \$_____. Additionally, Sponsor agrees to give Athlete \$_____ worth of Sponsor product during the term of the agreement. Sponsor and Athlete both agree to abide by the respective DapUp Terms of Service agreements regarding payment.
2. **Term:** This agreement will begin _____, 2023 and terminate _____ 2023 unless any one or more of the following occurs as to Athlete:
 - a. Athlete is no longer enrolled at an institution of higher education;
 - b. Athlete is no longer eligible in any varsity intercollegiate athletic program at an institution of higher education; or
 - c. Athlete is no longer participating in varsity intercollegiate athletics at an institution of higher education.
3. Athlete agrees to participate in each of the following ways to promote the Sponsor and its brand (Deliverables).
 - a. 1 (one) in feed Instagram post announcing partnership with Sponsor of which Sponsor may collaborate on the post.
 - b. 1 (one) weekly story post to Instagram, twitter, Tik Tok, or other social media with a mention of Sponsor for the duration of the term.
 - c. Attend 1 (one) monthly event hosted by and agreed upon by Athlete and Sponsor. Make 1 (one) social story on attendance with commentary per event.
 - d. Publicly wear Sponsor's branded merchandise (t-shirt, hat, etc.) at monthly events and whenever applicable.
 - e. Partake in 1 (one) content creation event, i.e. take professional photograph or video in Sponsor's gear for the exclusive use of Sponsor on any or all of their own channels throughout the term.

4. Athlete agrees to maintain grade points and academic participation to ensure successful completion of their education and good standing with their athletic departments, coaches, teammates, and staff during the term of this agreement. At no time shall any promotional or sponsorship activities detract from these obligations, and should any activity present a conflict with the above, Athlete agrees to inform Sponsor immediately to adjust agreement to ensure successful completion of Athlete's studies and team commitments.
5. Athlete agrees to not sign a deal with any other brand that may directly compete with Sponsor during the duration of their sponsorship with Sponsor.
6. Athlete agrees to comply with the requirements of the University of Arkansas' NIL Disclosure and Compliance Requirements.
7. Athlete agrees to comply with DapUp's requirements set forth herein:
 - a. Athlete agrees to tag @dapup.co on instagram and mention @dapup.co in their caption for the announcement post.
 - b. This applies only to the first in feed instagram post if applicable.
 - c. Athlete permits DapUp LLC to reshare this post to their channels.
8. Sponsor agrees that Athlete's relationship with Sponsor shall be an independent contractor and nothing contained in this agreement shall be construed as establishing an employer/employee relationship between Sponsor and Athlete.
9. Non-Exclusivity. Athlete and Sponsor agree that this is a non-exclusive Agreement.
10. Either party may terminate this agreement by giving a 14-day notice in writing to the email identified in the signature block. Upon termination, sponsor will have no further duty to pay compensation and Athlete will have no further duty to continue with promotional activity herein described.
11. Entire Agreement. This agreement constitutes the entire understanding between Sponsor and Athlete. Upon execution, the Agreement cannot be altered or modified except by an agreement in writing signed by both parties, and shall supersede all prior negotiations, understandings, and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without further legal effect.

Sponsor: _____

Name: _____
Title: _____
Date: _____
Email: _____

Athlete: _____
Name: _____
Title: _____
Date: _____
Email: _____

Morality Clause for NIL Advertising

To provide all individuals an opportunity to exercise their name, image and likeness rights, all three NCAA divisions adopted an interim policy suspending previous NIL rules as of July 1, 2021.

Arkansas law does not allow student-athletes to enter into any agreements related to or regarding sponsorships, advertising, promotions or other arrangements in association with any of the following, nor shall NIL of student-athletes otherwise be used in association with any of the following:

- Tobacco products, tobacco-related products, services or usage
- Alcohol, alcohol-related products, services, depictions or references to alcohol consumption and/or abuse
 - Driving a Motor Vehicle under the influence of alcohol or drugs under any circumstances is prohibited
- Drugs, drug use or drug paraphernalia, including OTC and RX drugs
- Sexually suggestive or oriented products, services, conduct, imagery or inferences
- Gaming, private games of chance, gambling or gambling related products or services
- Profanity, racist, sexist, xenophobic, homophobic, transphobic, hateful, demeaning or degrading language or statements
- Inherently dangerous products, firearms, explosives and other weapons
- Any products, substance, or method that is prohibited in competition by the NCAA, SEC, or other organizations governing intercollegiate athletic competition

In the best interest of all parties involved, a morality clause is strongly suggested to clearly outline the expectations of all parties involved when it comes to conduct and public image.

Athlete shall not commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure,

tarnish, damage or otherwise negatively affect the reputation and goodwill associated with the Company,

If either party hereto or any of its officers, directors, board members, principals, employees, agents, or representatives commits any act which, in the reasonable and good faith opinion of the other party, would disparage or impair the reputation and integrity of the other party hereto (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violations or any other act of moral turpitude), the other party hereto shall have the right to terminate this Agreement without liability to the other party upon immediate written notice.

Any serious act (including noncriminal acts) of misconduct by the Athlete or Athlete's related parties, including but not limited to acts of dishonesty, theft, misappropriation of funds or property, moral turpitude, or any other action that is detrimental or unacceptable, may result in a unilateral termination of the AGREEMENT by the SPONSOR.