

NIL Contract

This **NIL (Name, Image, and Likeness) Agreement** (the "**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the parties below:

Organization Name

Individual Name

The Organization and the Individual may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

Recitals

WHEREAS, the Individual possesses valuable rights associated with the Individual's name, image, likeness, voice, signature, biographical information, social media presence, and other personal identifying attributes;

WHEREAS, the Organization desires to obtain certain rights to use the Individual's NIL Rights in connection with promotional, advertising, marketing, branding, sponsorship, endorsement, commercial, or other lawful business activities;

WHEREAS, the Individual wishes to grant such rights to the Organization in exchange for the compensation and other consideration described in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. Definitions

For purposes of this Agreement:

"**NIL Rights**" means the Individual's name, nickname, image, photograph, likeness, voice, signature, autograph, personal appearance, social media identity, biographical information, and other identifiable personal attributes.

“Content” means any advertisement, promotional material, photograph, video, audio recording, digital content, social media post, publication, broadcast, or other material created, published, distributed, or used pursuant to this Agreement.

“Campaign” means the promotional, advertising, sponsorship, endorsement, marketing, or commercial activities described in this Agreement.

2. Grant of Rights

The Individual grants to the Organization a limited, non-exclusive, transferable, and sublicensable right to use the Individual’s NIL Rights solely for the purposes authorized under this Agreement.

The Organization may reproduce, publish, display, distribute, transmit, advertise, promote, and otherwise use the Individual’s NIL Rights in connection with the Campaign and related business activities during the Term.

The rights granted under this Agreement do not transfer ownership of the Individual’s NIL Rights to the Organization.

3. Scope of Authorized Use

The Organization may use the Individual’s NIL Rights in the following media and channels:

Authorized Channel	Permitted Use
Digital Advertising	Marketing and promotional campaigns
Social Media Platforms	Sponsored content, endorsements, and promotions
Websites and Mobile Applications	Promotional and informational content
Print Materials	Advertisements, brochures, posters, and publications
Audio and Video Media	Commercials, interviews, and promotional content
Live Events	Promotional appearances and marketing activities

Any use materially outside the scope described in this Agreement shall require the Individual’s prior written consent.

4. Individual Obligations

The Individual agrees to:

- Provide reasonable cooperation in connection with the Campaign;
- Participate in appearances, promotional activities, content creation, interviews, recordings, or endorsements as mutually agreed by the Parties;
- Avoid conduct that is reasonably likely to materially damage the reputation of the Organization during the Term;
- Provide accurate information and refrain from making false or misleading statements regarding the Organization, its products, or its services.

5. Organization Obligations

The Organization shall:

- Use the Individual's NIL Rights in a professional and lawful manner;
- Not knowingly use the Individual's NIL Rights in connection with unlawful, fraudulent, defamatory, or misleading activities;
- Pay compensation in accordance with the Compensation clause;
- Reasonably comply with any agreed brand guidelines, appearance requirements, or usage limitations communicated by the Individual.

6. Compensation

As consideration for the rights granted under this Agreement, the Organization shall compensate the Individual as follows:

Compensation Item	Amount/Description
Base Compensation	
Appearance Fee	
Performance Bonus	
Product or Service Benefits	
Payment Schedule	

Unless otherwise stated, all payments shall be made within _____ days following the applicable payment due date.

The Individual shall be responsible for any taxes, reporting obligations, or governmental charges arising from compensation received under this Agreement.

7. Intellectual Property Ownership

Except for the NIL Rights expressly licensed under this Agreement, each Party retains ownership of its respective intellectual property rights.

Unless otherwise agreed in writing, all Content created, commissioned, or produced by the Organization under this Agreement shall remain the property of the Organization, subject to the Individual's retained NIL Rights.

8. Representations and Warranties

The Individual represents and warrants that:

- The Individual possesses the authority to enter into this Agreement;
- The Individual's performance under this Agreement will not knowingly violate any other agreement or obligation;
- The Individual has the right to grant the NIL Rights described in this Agreement.
- The Organization represents and warrants that:
 - It has the authority to enter into this Agreement;
 - Its use of the NIL Rights will comply with applicable laws and regulations.

9. Compliance With Laws and Policies

Each Party shall comply with all applicable laws, regulations, institutional policies, league rules, organizational requirements, and contractual obligations relevant to its activities under this Agreement.

Nothing in this Agreement shall require either Party to engage in conduct that violates applicable law or policy.

10. Confidentiality

Any non-public business, financial, marketing, operational, strategic, or personal information disclosed by one Party to the other shall be treated as confidential. Neither Party shall disclose confidential information to third parties except as required by law or as necessary to perform obligations under this Agreement.

The obligations contained in this clause shall survive termination of this Agreement for a period of _____ years.

11. Public Announcements

Unless otherwise agreed, either Party may publicly disclose the existence of the relationship established by this Agreement.

Neither Party shall make materially false statements regarding the other Party or the terms of this Agreement.

13. Limitation of Liability

To the fullest extent permitted by applicable law, neither Party shall be liable to the other for indirect, incidental, consequential, special, or punitive damages arising out of this Agreement.

This limitation shall not apply to liability arising from fraud, willful misconduct, breach of confidentiality obligations, or infringement of intellectual property rights.

14. Term

This Agreement shall begin on the Effective Date and shall continue until _____, unless earlier terminated in accordance with the Termination clause. The Parties may mutually agree in writing to extend the Term.

15. Termination

Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within _____ days after receiving written notice of the breach. Either Party may terminate this Agreement without cause upon _____ days' prior written notice to the other Party.

Upon termination:

- The Organization shall cease future use of the Individual's NIL Rights except as permitted under this Agreement;
- Outstanding compensation earned before termination shall remain payable;
- Confidentiality obligations and any provisions intended to survive termination shall remain in effect.

Content lawfully created or published before termination may remain in circulation unless otherwise agreed by the Parties.

16. Independent Relationship

Nothing in this Agreement creates an employment relationship, partnership, joint venture, agency relationship, or fiduciary relationship between the Parties.

The Individual performs services under this Agreement as an independent contracting party.

17. Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Organization may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets.

18. Force Majeure

Neither Party shall be liable for delays or failures to perform caused by events beyond its reasonable control, including natural disasters, governmental actions, labor disruptions, public emergencies, technological failures, or similar events.

The affected Party shall promptly notify the other Party and resume performance as soon as reasonably practicable.

19. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict-of-law principles.

The Parties shall first attempt in good faith to resolve any dispute through negotiation.

If a dispute cannot be resolved through negotiation, the Parties agree to submit the matter to mediation before commencing litigation, unless emergency relief is required.

20. Notices

Any notice required under this Agreement shall be provided in writing and delivered by personal delivery, recognized courier service, certified mail, or electronic mail to the contact information designated by the Parties.

Notice shall be deemed received upon confirmed delivery.

21. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior discussions, negotiations, understandings, and agreements relating to that subject matter.

22. Amendments

Any amendment or modification of this Agreement must be in writing and signed by both Parties.

23. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

24. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

Electronic signatures shall be deemed valid and binding to the same extent as handwritten signatures.

Signatures

The Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

Organization

Name

Date

Signature

Individual

Name

Date

Signature



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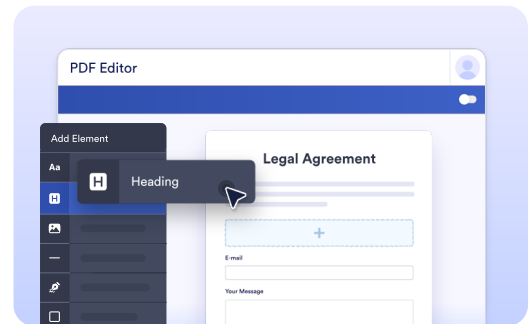
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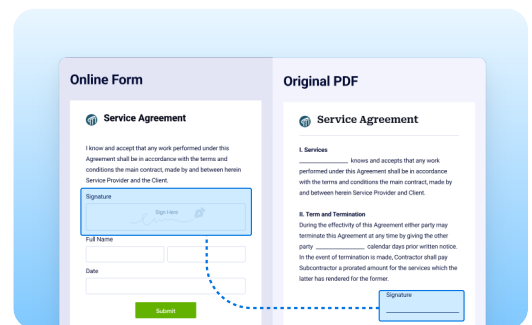
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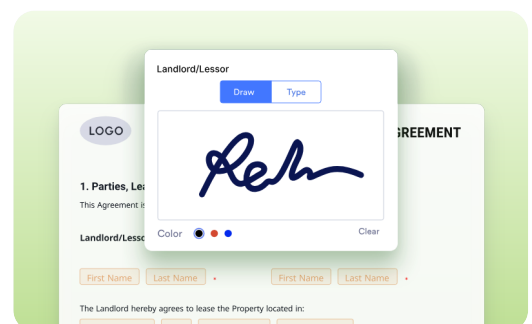
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