THE HARRIS LAW FIRM

THE ATHLETE'S NIL & REVENUE-SHARING CONTRACT CHECKLIST

Before You Sign: Protect Your Eligibility, Your Money, and Your Future.

Attorney Name _____
Phone _____
Email _____

1. Transfer & Termination Clauses

- Does this contract end automatically if I enter the transfer portal?
- What happens if I transfer, leave the school, lose my roster spot, or the agreement ends early?
- Do I lose money or have to pay anything back if you transfer?
- Can the collective or school terminate the deal "for convenience"?

If transferring ends the deal, know that upfront.

2. Revenue-Sharing & Pay Reality

- Is my pay guaranteed or tied to performance, participation, or availability?
- When do I actually get paid?
- Is revenue calculated before or after expenses and platform fees?

"Revenue sharing" doesn't always mean consistent or predictable pay.

3. Eligibility & Compliance Risk

- Is pay tied to playing time, stats, or appearances?
- Could any requirement risk NCAA, conference, or school eligibility?
- Has anyone explained compliance risks clearly in writing?

Eligibility mistakes can cost you more than money.

4. Name, Image & Likeness (NIL Rights)

- Who owns my NIL during and after this contract?
- Can my content or image be used after I transfer or leave the school?
- Are there limits on how long or where my NIL can be used?

Your brand shouldn't follow someone else forever.

5. Exclusivity & Your Future

- Does this deal stop me from signing other NIL contracts?
- Are there non-compete clauses?
- Does it limit opportunities at my next school?

Make sure today's deal doesn't block tomorrow's options.

6. Injury & "What If" Protection

- What happens if I get injured?
- Do payments continue, pause, or stop?
- How much do I keep if I can't finish the season?

Injury risk is real. Your contract should acknowledge it.

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7. Coaching Changes & Rule Changes

- What happens if the coach leaves?
- What if NIL or revenue-sharing rules change mid-contract?
- Who has the power to change or cancel the agreement?

Stability matters when things change around you.

8. Taxes & Real-World Money

- Is this taxable income? (Yes)
- Are taxes taken out or am I responsible?
- Do I need to set money aside for tax season?

Getting paid means planning for taxes.

9. Independent Legal Review (Seriously)

- Has a lawyer reviewed this contract?
- Is that lawyer independent of the school, collective, or agent?
- Was the review done before I felt pressured to sign?

If you don't understand it, don't sign it.

→ NIL & Revenue-Sharing Contract Red Flags

- "Sign this today or the offer disappears"
- Payments may change or stop if you transfer or your agreement ends.
- NIL rights last forever
- No injury language
- Payment tied to playing time or stats
- You're told "everyone signs this"
- No lawyer review allowed

Rule of thumb: If it feels rushed, pause.



Final Takeaway

✔️ NCAA and school rules change; contracts, obligations & consequences last much longer.

✔️ If something feels rushed, confusing, or "too good to be true," pause.

✔️ Protect your future before you sign.

NOTES

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