

THE PREMIUM EDITION

BEFORE YOU SIGN THE NIL DEAL REVIEW CHECKLIST

A LAWYER'S PRE-SIGNATURE FRAMEWORK

for athletes, families, and decision-makers reviewing NIL opportunities

*“Preparation is where
deals are won.”*

JAZMYN BARROW, ESQ.

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Nationwide

PRE-SIGNATURE REVIEW FRAMEWORK · COMMERCIAL TERMS

HOW TO USE THIS GUIDE

Work through each section before you say yes, send content, or sign. Every material term should be confirmed in writing. If a point is unclear, the deal is not ready yet.

01 DEAL INTAKE & LEVERAGE

The first move is not agreement. It is position.

- ☐ The offer is in writing, or every material term has been summarized in writing.
- ☐ The brand, agency, collective, or platform is clearly identified.
- ☐ The legal entity signing the deal and the decision-maker with authority are identified.
- ☐ A 48 to 72 hour review window has been requested and confirmed.
- ☐ All prior communications, DMs, emails, and screenshots have been saved.
- ☐ No verbal promise is being relied on unless it appears in the written deal.

02 RIGHTS GRANTED

Define exactly what is being licensed. Anything left vague gets expensive later.

- ☐ The agreement grants a license, not an assignment of NIL rights.
- ☐ The term is fixed and reasonable, not open-ended or perpetual.
- ☐ The territory is defined and commercially justified.
- ☐ Permitted uses are listed by channel or medium, not buried in catch-all language.
- ☐ Sublicensing is prohibited or tightly limited.
- ☐ AI training, digital replica, synthetic voice, or avatar use is prohibited unless separately negotiated.

03 EXCLUSIVITY & RESTRICTIONS

Exclusivity should be bought with precision, not granted by default.

- ☐ Exclusivity is limited by category, term, and territory.
- ☐ Conflict language is defined, not left to the brand's discretion.
- ☐ School, team, conference, collective, and pre-existing obligations are carved out where needed.
- ☐ The agreement does not restrict future recruiting, transfer, or professional opportunities.
- ☐ Post-term restrictions are removed or narrowed to a short, justified period.

PAUSE AND ESCALATE TO COUNSEL IF THE DEAL INCLUDES

- Perpetual rights, worldwide rights, or all-media language.
- Exclusivity without clear carve-outs for existing or future opportunities.
- Paid media, whitelisting, or sublicense rights bundled into standard usage language.

04

MONEY & PAYMENT MECHANICS

Compensation only protects you if timing, deductions, and remedies are clear.

- ☐ Compensation structure is clear: flat fee, per deliverable, royalty, bonus, equity, or hybrid.
- ☐ Payment dates are fixed and objective, not conditioned on subjective brand satisfaction.
- ☐ Deposits, guaranteed minimums, or upfront payments are stated where appropriate.
- ☐ Travel, glam, production, shipping, and reimbursement terms are written.
- ☐ Late-payment protection exists.
- ☐ Chargebacks, refunds, clawbacks, or setoffs are limited and clearly triggered.
- ☐ Agent, manager, or platform fees, and the expected net to athlete, are understood.

05

DELIVERABLES & TIME DEMANDS

Specificity here protects both your schedule and your leverage.

- ☐ Number, format, and platform for each deliverable are listed.
- ☐ Deadlines and posting windows are realistic and coordinated with school, training, and competition demands.
- ☐ Caption requirements, tags, talking points, and disclosure language are specified.
- ☐ Revision rounds are capped.
- ☐ Shoot days, appearances, travel obligations, and production responsibilities are allocated in writing.
- ☐ There is no open-ended duty to create additional reasonable content.

06

APPROVALS, BRAND PROTECTION & PUBLICITY

Without approval rights, your likeness becomes someone else's operating asset.

- ☐ The athlete has final approval over content using name, image, voice, or likeness.
- ☐ Edit, crop, repost, boost, and whitelisting rights are expressly limited.
- ☐ Use in press releases, investor decks, internal marketing, or third-party promotions requires approval.
- ☐ A reverse morals or reputational protection clause exists, or brand misconduct is otherwise addressed.
- ☐ Portfolio and highlight rights are preserved for the athlete.
- ☐ A takedown or correction process exists for unauthorized or harmful use.

ESCALATE IMMEDIATELY IF THE BRAND WANTS

- Unlimited edit rights or perpetual repost rights.
- Whitelisting or paid social rights without separate approval and compensation.
- Use of the athlete's name or likeness in investor, affiliate, or third-party promotional materials.

PRE-SIGNATURE REVIEW FRAMEWORK · LEGAL PROTECTION

07 RISK ALLOCATION & LIABILITY

This is where the quiet risk usually sits.

- ☐ Indemnities are mutual or appropriately limited.
- ☐ Representations and warranties are accurate and not overbroad.
- ☐ Liability is capped at fees paid or another negotiated amount.
- ☐ Insurance obligations, if any, are allocated appropriately.
- ☐ Confidentiality is defined, mutual where appropriate, and time-limited.
- ☐ Non-disparagement, if included, is mutual and reasonable.
- ☐ Dispute resolution, venue, and governing law are acceptable.

08 TERM, TERMINATION & EXIT

A deal is only as strong as its off-ramp.

- ☐ Termination for cause requires written notice and a cure period.
- ☐ Brand convenience termination triggers a kill fee or guaranteed minimum where appropriate.
- ☐ Renewal requires mutual written agreement.
- ☐ Post-term use of athlete content ends within a stated period.
- ☐ Unpaid fees, posted deliverables, and wind-down obligations are addressed at termination.
- ☐ Return or destruction obligations are reasonable and reciprocal.

09 COMPLIANCE, DISCLOSURE & TAX

You are not just evaluating the contract. You are evaluating the environment around it.

- ☐ School policy, team rules, conference requirements, and applicable state law have been checked (Ohio: ORC §3345.5).
- ☐ Current NCAA, conference, and applicable state-NIL guidance has been reviewed.
- ☐ Required endorsement disclosure language is addressed (FTC #ad).
- ☐ Tax reporting expectations are known, and the deal will be routed to a CPA or advisor if needed.
- ☐ If the athlete is a minor, parent or guardian approval and earnings controls are addressed.
- ☐ Any agent or representative involvement complies with state athlete-agent law and SPARTA, where applicable.

10 FINAL PRE-SIGNATURE AUDIT

Do not sign the version you discussed. Sign the version that is actually clean.

- ☐ Every promised revision made it into the final draft.
- ☐ Defined terms match throughout the document.
- ☐ Legal names, entities, titles, dates, and signature blocks are correct.
- ☐ A countersigned PDF and clean editable version will be saved.
- ☐ Calendar entries for content deadlines and payment dates are set.
- ☐ The deal is being signed because it is clear, not because the athlete was rushed.

WHEN YOU NEED A LAWYER IN THE ROOM

Schedule a confidential 20-minute Athlete Review with Jazmyn Barrow, Esq.

→ calendly.com/jazmyn-jbarrow-legal/30min

This is a preparation guide, not legal advice. NIL law and NCAA / conference / state rules vary; for deal-specific counsel, schedule the Athlete Review.

THE BOTTOM LINE

The athletes who protect their value are rarely the most rushed. They are the most prepared.
If a deal is already on your desk, have it reviewed before you sign.

OTHER WAYS TO REACH US

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