



E L I T E

NIL Contract Terms to Know





EXCLUSIVITY



Grants brand exclusive rights to your Name, Image, and Likeness. Meaning they can prevent you from also working with their competitors. This clause hinders your freedom to work with various brands in a similar space.

TERM

Term refers to the length of the contract. It is typically best for athletes to not agree to anything that will exceed over a year. Also, athletes should be aware of any renewal clauses that could trigger an extension of the contract.





DELIVERABLES



This section states what an athlete is responsible for producing or providing in exchange for compensation. Athletes should make sure this is written as clear as possible so there's no confusion on what each party is responsible for.

TERMINATION CLAUSE

Lays out each party's right to terminate a contract, or what could trigger a contractual breach.





USAGE RIGHTS



States who owns the content produced and for how long. This will also address how and where a company can use your content during (and, potentially, after) the contract. An example would be the athlete produces an Instagram video promoting the brand, but the brand has usage rights to also post the video on their website.

REVISION / APPROVAL RIGHTS

Dictates which party has final approval rights before content gets posted. Brands usually prefer to have the ability to mandate revisions or reshoots if necessary. However, athletes should also seek approval rights themselves so they can review any revised content.





ELITE

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