**ENGAGEMENT CONTRACT (SAMPLE)**

This Engagement Contract (the “Agreement”), executed on , is entered into by and between , a Limited Liability Company (hereinafter, “COMPANY”), and (hereinafter, the “Student-Athlete”), collectively the “Parties.”

STUDENT-ATHLETE IS AN ACTIVE INTERCOLLEGIATE ATHLETE AND THE PARTIES MUTUALLY AGREE THAT (1) STUDENT-ATHLETE’S PARTICIPATION IN THIS AGREEMENT IS NOT INTENDED TO IMPACT STUDENT-ATHLETE’S INTERCOLLEGIATE ELIGIBILITY, AND (2) THIS AGREEMENT (INCLUDING STUDENT-ATHLETE’S PARTICIPATION HEREIN) IS INTENDED TO FULLY COMPLY WITH APPLICABLE FEDERAL, STATE, CONFERENCE, UNIVERSITY, COLLEGE, AND NATIONAL COLLEGIATE ATHLETIC ASSOCIATION LAWS, RULES, AND POLICIES RELATING TO STUDENT-ATHLETE’S INTERCOLLEGIATE ELIGIBILITY. AS SUCH, THE PARTIES FURTHER AGREE THAT IF THIS AGREEMENT (INCLUDING STUDENT- ATHLETE’S PARTICIPATION HEREIN) IS IN CONFLICT WITH OR VIOLATES ANY APPLICABLE LAW, RULE, OR POLICY RELATING TO STUDENT-ATHLETE’S INTERCOLLEGIATE ELIGIBILITY, THE PARTIES WILL PROMPTLY NEGOTIATE IN GOOD FAITH WITH RESPECT TO, AND EXECUTE, ANY AMENDMENT(S) TO THIS AGREEMENT NECESSARY TO COMPLY WITH APPLICABLE LAWS, RULES, AND POLICIES RELATING TO STUDENT-ATHLETE’S INTERCOLLEGIATE ELIGIBILITY, AND IF THE PARTIES ARE UNABLE TO AGREE ON AN AMENDMENT HERETO WITHIN TWO (2) BUSINESS DAYS OF SUCH CONFLICT ARISING, THEN THIS AGREEMENT IS AUTOMATICALLY VOID AB INITIO.

1. **ENGAGEMENT**. COMPANY hereby engages Student-Athlete from the date of execution of this Agreement through , (the “Term”) for the purpose of promoting one or more of the clients or customers of COMPANY and their respective affiliates, partners and sponsors (the “Services”). After , this Agreement shall terminate, except with respect to Section 8 and Section 9, which shall survive termination.

2. **DELIVERABLES.** Student-Athlete will fulfill their obligations under this Agreement, subject at all times (a) to the rules of the National Collegiate Athletic Association (“NCAA”), and relevant state and federal law and (b) Student-Athletes academic activities, athletic competition, team obligations/activities or University event. The Services shall conform to the reasonable specifications and instructions of COMPANY and as outlined in Schedule A, and shall abide by the rules of all applicable social media platforms. Student-Athlete agrees to keep all social media posts visible to the public on their social media platform for the Term of the agreement. Student-Athlete agrees that the deliverables described in Schedule A may be reasonably amended by COMPANY upon ten (10) days notice to Student-Athlete. Services include:

* Post two (2) social media posts on student-athlete’s primary social media handle.
* Make two (2) appearances at TBD COMPANY events for the promotion of COMPANY and its partners.

COMPANY shall provide Student-Athlete with all graphics, content, copy and caption suggestions for the Social Posts and shall ensure that such graphics, content, copy and caption complies with applicable rules and regulations, including the FTC Guides. COMPANY acknowledges and agrees that this Agreement and all of Student-Athlete’s services hereunder may be subject to approval in writing by the University, and such approval may be conditioned or rescinded at any time during the Term and COMPANY shall have no claims against Student-Athlete related to any such approval, recission or related processes. All services and the grants of rights in this Agreement shall be subject to Applicable Laws (as defined herein), as may be amended from time to time during the Term.

3. **USAGE.** Student-Athlete grants COMPANY a limited, non-exclusive, non-transferable, royalty free, right and license to use Student-Athlete’s name, image, and likeness (“NIL”) in all media, including their website, social media platforms, and in all formats of print and digital media advertising throughout the duration of the Agreement. Unless requested by Student-Athlete otherwise, any use of Student-Athlete’s NIL after the Agreement shall be limited to a period of six (6) months thereafter and shall only be for historical, archival, and non-commercial purposes.

4. **COMPENSATION.** COMPANY shall pay Student Athlete dollars ($ ) (the “Compensation”) to be paid in consideration for performing the Services in compliance with this Agreement. The Compensation shall be paid in ( ) equal installments of dollars ($ ) on the dates set forth on Schedule B, after deliverables have been completed for the period prior to the due date of such payment. Payment of each installment shall be made via ACH payment no later than five (5) days following the applicable date described in Schedule B. If for any reason this Agreement is terminated prior to the due date of any of the aforesaid installment payments, COMPANY shall no longer be obligated to pay any unpaid amounts due under this Agreement. Student Athlete agrees that the Compensation is the sole and entire compensation owed to Student Athlete by COMPANY under the terms of this Agreement and no other compensation of any kind shall be due to Student Athlete upon termination of this Agreement or otherwise.

5. **CANCELLATION.** Either Party may terminate this Agreement upon three (3) days written notice if the other Party breaches this Agreement and does not cure such breach within such three (3)-day period. Either Party may terminate this Agreement at any time without cause upon seven(7) days prior written notice to the other party. Upon any termination hereof, any uses of Student-Athlete’s NIL shall cease, and all existing materials embodying Student- Athlete’s NIL shall be withdrawn. In addition to the foregoing, either party shall be permitted to terminate this Agreement immediately upon written notice to the other party in the event that any applicable law, rule or regulation, including federal, state, local laws, executive orders and regulations, including, without limitation NIL law or executive orders, NCAA, conference and university or collegiate institutional or any other sports governing body rules or regulations, as may be amended from time to time (collectively, “Applicable Laws”) frustrates the purpose of this Agreement or if its existence would cause Student-Athlete to lose or endanger Student-Athlete’s eligibility to participate in any sport at an amateur level. Termination under the provisions of this section shall be without prejudice to any rights or claims which the terminating party may otherwise have against the defaulting party. In the event the Agreement is terminated prior to the completion of the Term, by breach or without cause by either Party, Student-Athlete shall be paid a pro-rata portion of the amount due in Schedule B for the month in which the termination occurred, with the remaining Compensation payments forfeited. Student-athlete understands that at all times during the term of this Agreement, Student-athlete shall conduct himself at all times with due regard to the public conventions and morals, and to refrain from any behavior that may be objectionable to COMPANY. If either party or any of its officers, directors, or board members 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 upon fourteen (14) days written notice.

6. **FORCE MAJEURE.** If either Party is unable to perform any of its obligations by reason of fire or other casualty, strike, global pandemic, act or order of public authority, act of God or nature, failure of technical facilities, power failure, internet disruption, any regulation or policy of any sports organization or governing body having jurisdiction over Student-Athlete, or other cause beyond the control of such Party, then such Party shall be excused from such performance during the pendency of such cause and such failure to perform shall not be considered a breach of this Agreement. If such cause lasts longer than sixty (60) consecutive days, then either Party shall have the right to terminate this Agreement upon written notice.

7. **INDEPENDENT CONTRACTOR.** Student-Athlete is retained as an independent contractor of COMPANY. Student-Athlete is responsible for the withholding and payment of all taxes and other assessments arising out of Student-Athlete’s performance of services. COMPANY will issue Student- Athlete an IRS 1099 Form.

8. **REPRESENTATIONS AND WARRANTIES.** Parties represent that this Agreement does not violate the terms of any agreement between any third party and that each is authorized to enter into this Agreement. By executing this Agreement, Student-Athlete acknowledges that he is doing so voluntarily under his own free will. In the event of any ambiguity or question of intent or interpretation, no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of the Agreement. COMPANY represents and warrants that (i) any materials created hereunder and all content and/or copy provided or approved by COMPANY hereunder will not infringe the rights of any third party and complies with all applicable laws, rules, and regulations; (ii) it will not make use of the Student-Athlete’s NIL except as authorized in accordance with the provisions of this Agreement; (iii) neither it nor any of its affiliates are owned or operated by the University; (iv) neither it, nor its affiliates or any of its or its affiliates’ employees or contractors is affiliated with the University or any University employee; (v) it shall comply and shall cause its employees and representatives to comply with all Applicable Laws, including, without limitation, rules and guidelines of the NCAA and the University in connection with this Agreement and it shall not cause its employees and representatives to take any action that would endanger or cause Student-Athlete to lose Student-Athlete’s eligibility.

9. **INDEMNIFICATION.** Each Party shall defend indemnify and hold harmless the other Party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a Party’s gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, or covenants under this Agreement.

10. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties on this matter, and supersedes all prior understandings, agreements, representations, or undertakings. This Agreement is not subject to amendment, change or modification except by written agreement signed by duly authorized officers of both parties. Any amendments to this Agreement shall specifically refer to this Agreement.

11. **DISCLOSURE**. The content of this Agreement is confidential and shall not be divulged to any third party (except for the Parties’ attorneys, agents, and professional advisors, as long as such recipients also keep such information confidential) without the other Party’s prior written consent, unless otherwise required by law. The Parties acknowledge and agree that this Agreement may be subject to the approval of Student-Athlete’s University or postsecondary educational institution (or other academic institution) as is, or may be, required by applicable state law or governmental mandate. Accordingly, the Parties acknowledge and agree that this Agreement will be disclosed to such institution prior to the execution hereof, and will be void ab initio if such approval, to the extent required, is denied. Furthermore, the Parties acknowledge and agree that if Student-Athlete discloses the contents of the Agreement to a third party outside of the above exceptions, then this Agreement will be immediately terminated. COMPANY acknowledges and agrees that Student-Athlete may share a copy of this Agreement and confidential information received by Student-Athlete in connection with this Agreement with the University as may be required by the University without breaching Student-Athlete’s confidentiality obligations hereunder. In such case Student-Athlete shall not be responsible for any breach of confidentiality by the University. Further, the Parties acknowledge that in certain instances universities are subject to the Freedom of Information Act (FOIA), or other state laws, which require information, including confidential information, to be provided upon request for disclosure.

12. **LIMITED LIABILITY.** Except as expressly provided in this Agreement, COMPANY makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the Services negotiated, agreed upon and rendered. Under no circumstances will COMPANY be liable to Student-Athlete hereunder for any special, consequential, indirect, exemplary and/or punitive damages, or for loss of good will or business profits. In the event Student-Athlete incurs any expenses, damages or other liabilities in connection with the breach of any term or provision hereof, COMPANY’s liability in such event will be limited to proven, direct, actual damages incurred by Student-Athlete to the extent damages result from COMPANY’s gross negligence or willful misconduct as determined by a court of competent jurisdiction.

13. **GOVERNING LAW; ARBITRATION.** This Agreement is to be governed by and construed in accordance with the laws of . If a dispute arises under this Agreement which cannot first be resolved through good faith negotiations, the dispute will be submitted to arbitration and resolved by a single arbitrator (who is a lawyer not employed by or associated with either party to this Agreement) in accordance with the Commercial Arbitration Rules of the American Arbitration Association in , then in effect as modified herein. shall be the exclusive venue for such a dispute, including but not limited to, all pre-trial motions and party depositions. All arbitration will be confidential and take place at an office of the American Arbitration Association located in or nearest to , . The award or decision rendered by the arbitrator is final, binding and conclusive and judgment may be entered upon the award by any court. This Agreement shall be construed in accordance with and governed by the laws of the state of , without giving effect to the conflicts of law principles thereof and shall have been deemed to have been made, negotiated and entered into in . The State and Federal courts situated nearest to , shall have exclusive jurisdiction to resolve any non-arbitrable disputes with each party irrevocably consenting to the jurisdiction thereof for any actions, suits or proceedings arising out of or relating to the Agreement.

14. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party.

15. **NO JOINT VENTURE.** This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between COMPANY and Student-Athlete. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third person.

Please acknowledge your agreement by signing below and returning a copy to us. We look forward to a mutually rewarding relationship.

**STUDENT-ATHLETE**

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

**COMPANY**

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

**SCHEDULE A DELIVERABLES**

COMPANY will provide Student-Athlete with the following:

* Graphics, tags, captions, dates/times to post, and COMPANY merchandise (if applicable) for social media postings
* Location, date, times, responsibilities, and dress code for all personal appearances
* Merchandise, date, and time for autograph signings
* Date, time, and location for sit-down interviews

Below is an example list of possible deliverables endorsing COMPANY:

- Instagram Story

- Instagram Post

- COMPANY Instagram Takeover

- Twitter Post

- Appearances for TBD COMPANY event