**NIL STUDENT-ATHLETE CONTRACT**

TEMPLATE (All contracts should be customized for the particular agreement and reviewed by an attorney)

**I. THE PARTIES**. This Student-Athlete Contract (“Contract”) made this day \_\_\_\_\_\_\_\_\_\_\_\_\_\_, is by and between: **Business/Individual**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, AND

**Student-Athlete**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*The Business/Individual and the Student-Athlete are individually referred to herein as a “Party” and collectively as the “Parties.”*

**II. COMMENCEMENT AND DURATION**. The nature of the term of this Contract will be Fixed-Term. Work is to be completed between the dates of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. After termination, the Parties shall have no obligations or liabilities to one another. Hereinafter known as the “Term.”

**III. SERVICES TO BE COMPLETED**. The Student-Athlete will *(list services to be rendered):* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IV. PAYMENT**. The Business/Individual agrees to pay the Student-Athlete $\_\_\_\_\_\_\_\_ for Services stated above. Payment may be made via Venmo username: \_\_\_\_\_\_\_\_\_\_\_ within 72 hours of the Student-Athlete fulfilling the Services. If an alternate method of payment is required please specifiy here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*The Student-Athlete understands that they are being paid as an independent contractor and responsible for the payment of all appropriate local, state, and federal taxes.*

**V. EXCLUSIVITY OF Student-Athlete**. For the purposes of this Contract, the Student-Athlete’s role with the Business/Individual is non-exclusive. The Student-Athlete is free to work for other entities for the duration of this Contract and after its termination.

**VI. TERMINATION**. This Contract shall terminate in the event of any of the following:

a.) Upon the death of one of the parties;

b.) If the Student-Athlete is unable to work due to a sudden, medically documented physical or mental ailment;

c.) If the business of either party is liquidated, dissolved, or otherwise discontinued;

d.) If either party has any petition filed against them under federal or state bankruptcy or insolvency laws; and

e.) If either Party chooses to terminate this Contract in accordance with Section II.

Upon termination, all fees calculated to the date of termination must be paid to the Student-Athlete by the Business/Individual. Similarly, under such termination, the Student-Athlete shall be responsible for: a.) Certifying in writing that they have complied with the above stipulations.

**VII. STUDENT-ATHLETE LEGAL REQUIREMENTS.** It is the Student-Athlete’s responsibility to comply with any applicable state laws, NCAA rules, or Institutional policies that may impact this agreement. The Student-Athlete is also responsible for notifying the Business/Individual of any affirmative obligations that they may have prior to the execution of this agreement.

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**VIII. LIMITATION OF LIABILITY**. The Business/Individual’s liability will be limited to the total Payment Amount due to the Student-Athlete.

**IX. INDEMNIFICATION**. The Authors and the Student-Athlete will each defend, indemnify, and hold the other harmless, including, but not limited to, affiliates, successors, assigns, employees, agents, and officers) against all losses, damages, deficiencies, liabilities, awards, penalties, or expenses of whatever kind, including attorneys’ fees and related legal fees, incurred by themselves in connection with any claims, suits, actions, demands, or judgments arising out of this Contract.

**X. SEVERABILITY**. If any portion of this Contract shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XI. ENTIRE CONTRACT**. This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

**XII. EXECUTION**. The Business/Individual and the Student-Athlete each represent and warrant to the other that each person executing this Contract on behalf of each Party is duly authorized to execute and deliver this Contract on behalf of that Party.

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Business/Individual’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student-Athlete’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_