

01 / THE RED-FLAG CHECKLIST

8 structural traps to spot before signing an NIL contract.

For athletic families reading their first NIL contract.
Print it. Mark it up. Bring it to the kitchen table.

*The enemy isn't a person. It's the structure —
they wrote the deal, they picked the deadline, and the
check is big enough that you can't afford to walk.
That's the leverage. This checklist is how you take some
of it back — before the pen hits paper.*

HOW TO USE

Read the contract with this page next to you. For every red flag on the list, circle the matching clause in the contract, or write “N/A” if it isn't there. Anything circled is a conversation to have before signing — not after.

02 / THE 8 TRAPS

☐ **R.01 The indefinite term***WHAT IT LOOKS LIKE*

Clause runs longer than remaining athletic eligibility — sometimes years past graduation.

WHY IT'S ON YOU

The deal ends when your kid stops being useful to them, not when the season ends.

☐ **R.02 The undefined moral clause***WHAT IT LOOKS LIKE*

“Conduct detrimental to the [institution / brand / program]” with no defined standard.

WHY IT'S ON YOU

A vague standard means the counterparty decides what “detrimental” means. Later. In writing.

☐ **R.03 The perpetual NIL grant***WHAT IT LOOKS LIKE*

Name/image/likeness rights assigned “in perpetuity” or “irrevocably” beyond the deal term.

WHY IT'S ON YOU

Your kid's face and name keep working for them after the deal ends. Sometimes forever.

☐ **R.04 The exclusive-category lock***WHAT IT LOOKS LIKE*

Non-compete or exclusivity language covering a broad category (e.g., “all apparel”, “all energy drinks”).

WHY IT'S ON YOU

One signed deal in a broad category quietly kills every future deal in that category.

03 / THE 8 TRAPS

☐ **R.05 The unilateral amendment***WHAT IT LOOKS LIKE*

Counterparty reserves the right to modify terms, schedules, or deliverables. The athlete does not.

WHY IT'S ON YOU

The rules can change after signing. You have no matching right to say no.

☐ **R.06 The forced-venue jurisdiction***WHAT IT LOOKS LIKE*

Disputes must be resolved in the counterparty's home state, often under their chosen arbitration body.

WHY IT'S ON YOU

A dispute means your family travels, retains new counsel, and plays on their court — literally.

☐ **R.07 The termination asymmetry***WHAT IT LOOKS LIKE*

Counterparty can terminate “with or without cause”. Athlete can only terminate for narrow, defined breach.

WHY IT'S ON YOU

They can walk away for any reason. Your family cannot.

☐ **R.08 The compensation clawback***WHAT IT LOOKS LIKE*

Earned payments can be reclaimed if the athlete leaves the program, is injured, or is subject to a moral-clause finding.

WHY IT'S ON YOU

Money already earned isn't safe. “Bonus paid” and “bonus kept” are different things.

04 / NEXT STEPS

You circled something. Now what?

01 Do not sign this weekend.

The deadline was picked to rush you, not them. A 48–72 hour extension request is normal and almost never denied. If it is denied, that itself is a red flag.

02 Ask for the clause language you circled.

Every red flag on this list has an alternative. “Indefinite term” can be capped at the season. “Perpetual NIL grant” can sunset with the deal. “Unilateral amendment” can be made mutual. You have to ask.

03 Walk into the room with your family, not without it.

2ndPrime is the room where athletic families read NIL contracts together — with a Family Protection Score on every offer, peer families who've read the same clauses, and Guidance that points at the questions worth asking before you sign. First month free. Founding rate locked for life.

2ndPrime — Never Sign Alone.

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