



YOUR NAME. YOUR GAME. YOUR FUTURE.

5 Questions Every Family Should Ask Before Signing *Any NIL Deal*

The exact questions, the words to use, the red flags each one exposes,
and what good and bad answers sound like.

A free guide from the founders of Athlara

athlara.com

Why these five questions matter

NIL changed the economics of youth sports faster than the protections around it. The people offering your athlete a deal write agreements every week. Your family will sign one a handful of times in a lifetime. That asymmetry, not bad intentions, is where most damage happens.

The numbers say it plainly. From June 2025 through August 2026, the College Sports Commission did not clear 2,296 college NIL deals worth about \$156.9 million, flagged for issues like a missing business purpose, warehoused rights, or pay out of line with comparable athletes. Behind each one is a family that thought the deal was done.

2,296

College NIL deals not cleared, June 2025 to August 2026 (College Sports Commission)

\$156.9M

Value of those deals. Some can be revised or appealed; signing anyway can put eligibility at risk

\$1.67B

Projected NIL market, 2024-25 season (Opendorse). Most families navigate it alone

You do not need a law degree to protect your athlete. You need to ask the right questions before anything is signed, and to know which answers should worry you.

The five questions at a glance

1. Who is really paying for this deal, and what do they get out of it?
2. What exactly is the athlete being asked to do, and for how long?
3. Could this deal create an eligibility or disclosure problem?
4. How long does the counterparty get to use the athlete's name, image, and content?
5. What happens if the athlete wants out later?

Use them in the room, on the call, or over text. Each page ahead gives you one question, the exact words to ask it with, the red flags it exposes, and what good and bad answers sound like in real life. A legitimate counterparty answers all five without flinching. The other kind gets uncomfortable somewhere around question two.

Who is really paying for this deal, and what do they get out of it?

Money in NIL rarely travels in a straight line. A brand, a collective, a booster, or a friend of the program can each sit behind the same offer, and each carries different rules and different risks. If you cannot name the payor and their business reason for paying, neither can a compliance office. A missing valid business purpose is one of the issues the College Sports Commission flags when it does not clear a deal.

ASK IT THIS WAY

"Before we go further, can you tell me exactly who is funding this, and what your business gets in return for the money?"

Red flags this question can expose

- ◆ Nobody can explain, in one sentence, what the athlete does in exchange for the money.
- ◆ The payor is a collective or group with no real address, website, or named people.
- ◆ The offer arrived by DM and the sender pushes to sign before anyone else finds out.
- ◆ The money is described as a gift, a favor, or support, with no services attached.

A GOOD ANSWER SOUNDS LIKE

We are a training facility in Chandler. We pay your son to appear in two ads and a clinic because his following overlaps our customers. Here is our website and my direct line.

A BAD ANSWER SOUNDS LIKE

Do not worry about where it comes from. There are people who want to support athletes like him. We just need the signature by Friday.

If the answer worries you: do not argue, and do not sign. Say your family reviews everything together before any decision, keep a copy of the offer, and get an independent set of eyes on it before the conversation continues.

What exactly is the athlete being asked to do, and for how long?

Every dollar has a job attached. Posts, appearances, camps, exclusivity. Vague obligations are not generosity; they are open tabs the counterparty can run later. The deliverables, the schedule, and the end date should be written, specific, and small enough to fit around school and sport.

ASK IT THIS WAY

"Can you list every deliverable, with dates, and show me where the agreement ends?"

Red flags this question can expose

- ◆ Obligations described as flexible, to be determined, or as needed.
- ◆ No end date, or a term that quietly renews unless someone remembers to cancel.
- ◆ Exclusivity that blocks future deals in a whole category for years.
- ◆ Time commitments no student can meet in season without grades or sport paying for it.

A GOOD ANSWER SOUNDS LIKE

Four Instagram posts, one appearance at our October event, done by December 1, and the agreement ends with the last deliverable.

A BAD ANSWER SOUNDS LIKE

We will figure out the details as we go. It is really whatever comes up. The main thing is he is part of the family now.

If the answer worries you: do not argue, and do not sign. Say your family reviews everything together before any decision, keep a copy of the offer, and get an independent set of eyes on it before the conversation continues.

Could this deal create an eligibility or disclosure problem?

This is the question with the highest stakes, because the penalty lands on the athlete, not the payor. State high school rules differ, school rules differ again, and college-bound athletes carry reporting duties most families have never heard of. High school prospects headed to Division I must report third-party NIL deals worth \$600 or more, and some states require notifying the school within days of signing.

ASK IT THIS WAY

“Have you checked this deal against our state association rules and the college reporting requirements, and can you show me what you found?”

Red flags this question can expose

- ◆ Nobody has checked the rules for your state, your school, and your governing body for this exact deal.
- ◆ Payment arrives as product, gear, meals, or travel, which still counts as compensation.
- ◆ The deal touches the school's name, logo, or uniform without written permission.
- ◆ The counterparty says do not worry about compliance, everyone does it this way.

A GOOD ANSWER SOUNDS LIKE

Yes. Your state association allows this deal structure, it cannot reference the school, and because he is college-bound you will need to report it. We will give you the paperwork for that.

A BAD ANSWER SOUNDS LIKE

That stuff is for the big programs. Nobody checks high school deals. You are overthinking it.

If the answer worries you: do not argue, and do not sign. Say your family reviews everything together before any decision, keep a copy of the offer, and get an independent set of eyes on it before the conversation continues.

How long does the counterparty get to use the athlete's name, image, and content?

The work can end while the rights live on. A deal that pays once but keeps the athlete's name, image, and content in perpetuity has warehoused their future value for the price of one campaign. Rights warehousing is another issue the College Sports Commission flags when it does not clear a deal. Usage rights should end when the relationship ends, or shortly after.

ASK IT THIS WAY

"On what date do your rights to his name, image, and content fully expire, and can you point to the clause that says so?"

Red flags this question can expose

- ◆ The words perpetual, irrevocable, or worldwide appear anywhere near the rights language.
- ◆ Rights transfer or sublicense to partners, affiliates, or successors you have never met.
- ◆ The counterparty can edit or reuse content with no approval from the family.
- ◆ There is no written limit on where and how the athlete's image can appear.

A GOOD ANSWER SOUNDS LIKE

Our usage rights end 90 days after the agreement ends, and we remove paid promotion using his image at that point. It is in section 4.

A BAD ANSWER SOUNDS LIKE

Standard language, everyone signs it. The perpetual part never actually comes up. Legal just likes to have it.

If the answer worries you: do not argue, and do not sign. Say your family reviews everything together before any decision, keep a copy of the offer, and get an independent set of eyes on it before the conversation continues.

What happens if the athlete wants out later?

Circumstances change. Teams change, schools change, reputations change. A fair agreement plans for an exit; a predatory one prices it so high the athlete is trapped. Read the termination language before the money, because it tells you how the counterparty behaves when things stop being easy.

ASK IT THIS WAY

“Walk me through how we end this agreement if we need to. What does it cost, and what survives after we leave?”

Red flags this question can expose

- ◆ No termination clause at all, or termination allowed for the payor only.
- ◆ Penalties, clawbacks, or repayment demands if the athlete leaves early.
- ◆ Obligations that survive termination indefinitely.
- ◆ A dispute process that requires a lawyer in another state before anyone will talk.

A GOOD ANSWER SOUNDS LIKE

Either side can end it with 30 days notice. You keep what was earned, we keep what was delivered, and the rights wind down on the same 90-day schedule.

A BAD ANSWER SOUNDS LIKE

Why would he want out? Look, if it comes to that, we would have to recover our investment. But that never happens.

If the answer worries you: do not argue, and do not sign. Say your family reviews everything together before any decision, keep a copy of the offer, and get an independent set of eyes on it before the conversation continues.

What most families miss

These five questions expose the risks. They do not price them. Whether a broad rights clause is worth accepting, whether the pay is fair for the work, whether a specific state rule turns a good deal into an eligibility problem: those calls take review, and the people on the other side of the table have already done theirs.

That is the gap Athlara exists to close. We sit on your side of the table only. No commissions, no cut of any deal, no agents. Every review runs the same five checks (eligibility, rights, term, money, exit) and puts the answer in plain language.

Before anyone signs anything, make sure you can check every box

- ☐ We can name the payor and their business reason for paying.
- ☐ Every deliverable is written down with dates and an end date.
- ☐ The deal has been checked against state, school, and college-bound rules.
- ☐ We know the exact date their rights to our athlete's name and image expire.
- ☐ We know how to exit, what it costs, and what survives.

Bring your questions. Bring the contract.

The Athlara Monthly Scrimmage is our free live Q&A for NIL families on Zoom, the second Wednesday of every month at 8:30 PM ET. One registration covers every session. Dates at athlara.com/scrimmage. Register at athlara.com/join.

Have a deal on the table right now? A full Five-Point Shield review is a flat \$299. If it does not surface at least one material risk or question you had not seen, it is free.

Founding Family Cohort: capped at 20 families, closes October 31, 2026. Details at athlara.com/pricing.



SCAN TO SAVE
YOUR SEAT

Educational information only. Not legal advice. Not agent representation. Governing bodies, including the NCAA, the College Sports Commission, and state high school athletic associations, make all eligibility determinations. Sources: College Sports Commission NIL Go report (September 9, 2026); Opendorse NIL market projection (2024-25); NCAA, Name, Image and Likeness. © 2026 Athlara · contact@athlara.com