



Sponsorship Agreements & Women's Sports: Five Important Deal Clauses to Watch

Articles

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Sponsorship dollars in women's sports have grown fast, and the money has brought more sophisticated partners to the table. As institutional investors and major corporate sponsors move into the space, drawn by rising media values, growing fan bases, and new leagues and franchises, the agreements crossing your desk are increasingly written by highly experienced deal teams.

A sponsor's lawyers will attempt to negotiate every one of the clauses below in their client's favor. Knowing what a fair, market-standard version of each clause looks like can help your team negotiate a more favorable outcome before an aggressive ask becomes a signed commitment.

Scope and Exclusivity: What Are You Actually Selling, and to Whom?

Be precise about what the sponsor is buying: is it your organization as a whole, or a specific asset such as the jersey, the venue, broadcast time, or your digital platforms? Then look hard at any exclusivity you may be granting because you'll be promising not to sign a sponsor's competitor in its product category.

Vague category definitions are the single most common source of disputes. A sponsor described only as your "beverage partner" leaves room for argument years later, when a promising new prospect shows up in an adjacent product space (think: energy drinks) but your original partner is focused on selling bottled water.

Exclusivity also has a way of expanding quietly over time, through side deals and informal accommodations that never make it into the written contract. Check the actual language periodically, don't just rely on your memory of what was agreed.

Ask before you sign:

- Could we sign a specific competitor tomorrow? If the contract doesn't make the answer obvious, the scope is too loose.
- Does exclusivity reach into sub-categories, digital and social rights, or international markets we might want to sell on their own?

Term and Renewal: Clock Management for Your Business Team

Confirm the length of the initial deal and separately pin down any renewal or extension periods. These are often written to renew automatically unless you give notice by a specific (and easy-to-miss) deadline, commonly 60 or 90 days before the term ends. If you miss that window you'll likely find yourself locked into another full term at yesterday's price.

Also keep an eye out for a right to match (sometimes called a right of first refusal), which is really a promise that lets the current sponsor match any competing offer before you can accept it. It can look harmless at signing, but it may weaken your hand when negotiating your next deal. A rival bidder may not bother competing for a deal the incumbent can simply match at the last minute.

Ask before you sign:

- Exactly when is the deadline for us to say "no" to a renewal, and who on our team owns tracking it?
- Does a right to match apply only during the term, or does it survive after the deal ends?

Payment Mechanics: When, How Much, and What If the Season Changes?

Pay attention to whether the fee is fixed, tied to performance (such as attendance, viewership, or social media metrics), or a blend of both, and make sure the payment timing works with your own cash flow. Performance-based fees deserve extra scrutiny, so be sure to understand exactly how each metric is measured, by whom, and what happens if you and the sponsor disagree on the numbers.

Most important, check what happens to the fee if a season is shortened, postponed, or cancelled because of a lockout, weather, a league decision, or anything else. When the contract is silent, you may find yourself in a fight at the worst possible time, over money that may already be spent.

Ask before you sign:

- If a season is cut short or cancelled, is the fee reduced proportionally, refunded, or unaffected?
- Who calculates the performance numbers, and is there a way to audit or dispute them if we don't agree?

Termination and Morality Clauses: The Exits, and Who They Protect

Understand the difference between the two ways a deal can terminate. One lets a party walk away on notice for any reason, while the other requires an actual breach of the contract. Either way, look at the notice and cure periods to see how much warning a party gets, and how long they have to fix a problem before the deal can be terminated. A cure period that's too short can turn a small, fixable issue into a lost partnership.



“Morality Clauses” - provisions that allow a party to terminate if the other’s conduct becomes an embarrassment - deserve particular attention. They are often written broadly enough to cut both ways, which can work in your favor since they can also give *you* grounds to walk if the sponsor’s behavior becomes a liability. The key is to ensure the clause is mutual, and that the conduct it covers is defined clearly enough to actually invoke when you need it. Anything too vague may not be of any real value.

Ask before you sign:

- Is the morality clause mutual, or does it only protect the sponsor?
- If a problem can be fixed, how long do we get to fix it (and is that realistic)?

Brand and Approval Rights: Control of Your Marks and Your Message

Be very clear about what the sponsor may do with your logo and trademarks with particular attention to the media in which they may be used, and how long those rights last after the relationship ends. Just as important, confirm that your organization keeps meaningful approval over creative work, social content, and any athlete appearances tied to the sponsorship. After all, this is where a deal touches your brand and your reputation most directly.

Approvals are also where a well-intentioned partnership can bog down. A sponsor launching a campaign on a deadline expects a quick turnaround, and a vague or missing approval process creates friction on both sides exactly when the relationship should be running smoothly.

Ask before you sign:

- After the deal ends, may the sponsor keep using our marks during a wind-down period, and if so, on what terms?
- Is there a set turnaround time for approvals, and who on our side has authority to grant them?

While none of this replaces a lawyer’s review, if the business team is focused on these five points, your deals will likely be further along by the time they hit your counsel’s inbox and therefore may close more quickly. Treat the questions above as a starting checklist for your own review before any deal is finalized. The best time to catch these issues is while you still have leverage, before the deal is signed.

For more insights on legal and business issues affecting women’s sports, explore our previous articles:

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The NIL Arena: Change is Expected

ON YOUR MARK, GET SET, GO: A Playbook for Launching and Protecting a Brand

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