

# Influencer Agreement

## **This is a template, not legal advice**

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

## **How to use this template**

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

# Influencer Agreement

This Influencer Agreement (this "Agreement") is made on [Date] between [Brand's full legal or registered business name] of [Brand's address] (the "Brand") and [Influencer's full legal or trading name] of [Influencer's address] (the "Influencer").

The Brand wishes to engage the Influencer to create and publish sponsored content promoting [Product, service or campaign being promoted] (the "Campaign") on [Platform(s), e.g. Instagram and TikTok] (the "Platforms"), each published item a "Post" and together the "Content". The Influencer agrees to carry out that work on the terms set out below. This Agreement replaces any brief, proposal or estimate previously exchanged, except where a document is expressly attached to and incorporated into this Agreement.

## 1. The Parties and the Engagement

The Brand engages the Influencer as an independent contractor, not as an employee, partner, agent or joint venturer. The Influencer decides how, when and through what creative approach the Content is produced, subject to the brand guidelines and approval process in clause 3, and is free to work with other brands during the term of this Agreement except as restricted by clause 6 (Exclusivity).

The Influencer is responsible for their own taxes, insurance and any statutory contributions arising from payments under this Agreement, and is not entitled to employee benefits of any kind. The Influencer confirms that every account used to publish the Content is owned and controlled by the Influencer, or that the Influencer has authority to post on it.

Day-to-day contact for the Campaign is [Brand's named contact and email] for the Brand and [Influencer's named contact and email] for the Influencer. Approvals, change requests and notices are only effective when sent in writing to those addresses.

## 2. Scope of Work and Deliverables

The Influencer will create and publish the following Content for the Campaign on the Platforms:

- (a) [Number and type of posts, e.g. 2 Instagram feed posts and 4 Instagram Stories] ;
- (b) content produced in line with [Brand guidelines reference, e.g. the attached brand and messaging guidelines] ;
- (c) the tags, handles and hashtags the Brand requires: [Required @mentions and hashtags, not including the disclosure hashtag in clause 4] ;
- (d)

[List any other included deliverables, e.g. one raw video file licensed to the Brand for its own use, a static image for email] ;

and

(e) publication by the date(s) set out in clause 7.

### 3. Content Approval Process

Before publishing any Post, the Influencer will submit a draft (script, image or rough cut, as applicable) to the Brand for review. The Brand will approve the draft or return specific written feedback within [Review window, e.g. two (2) business days] of submission.

The fee in clause 9 includes [Number of revision rounds, e.g. one (1)] round of revisions per Post. Revisions cover bringing a draft in line with the brand guidelines and required tags in clause 2; they do not cover a new creative direction or additional Posts, which are changes to scope and must be agreed in writing and, if the Brand requests them, paid for separately.

The Influencer will not publish a Post before it is approved. If the Brand does not respond within [Deemed approval period, e.g. five (5) business days] of submission, the draft is deemed approved and the Influencer may publish it.

### 4. Sponsored Content Disclosure

Every Post must clearly and conspicuously disclose that it is sponsored, using [Disclosure requirements, e.g. "#ad" at the start of the caption and the platform's built-in "Paid partnership" label] .

The disclosure must be visible without the viewer clicking "more", must not be buried among other hashtags, and must appear on every Post, including each individual frame of a Story.

The Influencer is responsible for complying with the disclosure and endorsement rules of

[Applicable disclosure regulator(s), e.g. the FTC (United States) and the CAP Code / ASA (United Kingdom)]

for the audience the Content reaches, and will not remove, edit or hide the required disclosure once a Post is published.

The Influencer will not make any claim about the product or service in a Post that the Brand has not confirmed in writing is accurate and substantiated, and will state genuine opinions based on the Influencer's own experience. The Brand is responsible for the accuracy of any claim it supplies to the Influencer in writing for use verbatim.

## 5. Usage Licence

The Influencer grants the Brand a [Exclusive or non-exclusive, e.g. non-exclusive] , worldwide licence to use, reproduce, repost and display each approved Post — in whole or as an extract, and with the required disclosure intact — on [Licensed channels for Brand's use, e.g. the Brand's own social accounts, website and email newsletters] , for [Licence duration, e.g. twelve (12) months from the date the Post first goes live] .

Whether that licence extends to paid advertising (running the Post, or content drawn from it, as a paid ad or a "boosted" / "whitelisted" post attributed to the Influencer's handle) is set out here:

[Paid advertising usage rights, e.g. "Yes, on Instagram and Facebook only, for the licence duration above" or "No paid use permitted"] .

Any paid use beyond what is stated there requires the Influencer's separate written consent and, unless the Parties agree otherwise, an additional fee of [Additional fee for paid advertising use, or write "to be agreed"] .

This licence does not transfer ownership of the Content, does not permit the Brand to materially alter a Post beyond formatting it for a different placement, and does not permit the Brand to use the Influencer's name, image or likeness outside the approved Posts unless the Parties agree that separately in writing. Once the licence duration ends, the Brand will stop using the Content, other than material already published in a way that cannot reasonably be recalled, such as a printed piece already distributed.

## 6. Exclusivity

The exclusivity period runs from [Exclusivity start date] to [Exclusivity end date] . If the Influencer breaches this clause, the Brand may terminate this Agreement for material breach under clause 11 and is not obliged to pay for any Post not yet published as at the date of breach.

During the exclusivity period, the Influencer will not enter into any of the following arrangements with a Competing Brand, defined as [Description of competing products, services or brands] :

- (a) a paid or gifted sponsored Post, Story or video;
- (b) an affiliate or referral link, discount code, or paid-partnership label naming the Competing Brand; or
- (c) any other paid or compensated endorsement of the Competing Brand, on the Platforms or elsewhere.

## 7. Timeline and Posting Schedule

The Influencer will submit drafts under clause 3 by [Draft submission deadline] and will publish each approved Post by [Posting deadline], or on the specific date(s) set out here: [Specific posting date(s), or write "as above"].

Deadlines assume the Brand provides approval within the windows in clause 3 and supplies any product, sample or information the Influencer needs by [Materials or product deadline]. A delay caused by the Brand extends the affected deadline by at least the length of the delay.

## 8. Post Longevity and Removal

Once published, each Post must remain live on the Platforms for at least [Minimum post longevity, e.g. six (6) months], unless the platform's own format makes that impossible — a Story that expires after 24 hours satisfies this clause once it has been live for its normal duration.

The Influencer will not delete, hide or materially edit a Post during that period without the Brand's written consent, except to correct a factual error or to comply with a legal or platform requirement, in which case the Influencer will tell the Brand promptly.

## 9. Fees and Payment Schedule

The fee for the Campaign is [Total fee and currency, or per-Post rate], exclusive of any sales tax, VAT or GST, which is added where applicable. Where the Brand also provides product or services as part of the arrangement, that is stated here: [Product or services provided, or write "not applicable"].

Invoices are payable within [Payment terms, e.g. seven (7) days] of the invoice date. Amounts unpaid after the due date carry interest at [Late payment interest, e.g. 1.5%] per month, or the maximum rate permitted by law if lower, accruing daily from the due date until payment is received.

The Brand will pay the fee as follows:

- (a) a non-refundable deposit of [Deposit amount or percentage, e.g. 50%], invoiced on signature and payable before the Influencer begins producing Content; and
- (b) the balance on publication of all Posts under clause 2, invoiced within [Invoice period, e.g. three (3) business days] of the final Post going live.

## 10. Ownership of Underlying Content

The Influencer owns all copyright and other intellectual property in the Content, including the raw photographs, video and audio the Influencer creates for the Campaign. The Brand's rights are limited to the licence granted in clause 5; nothing in this Agreement assigns ownership of the Content to the Brand.

Where the Brand wants to own the underlying files outright — for example, to use raw footage in ways clause 5 does not cover — that is a separate arrangement, on terms including an additional fee of [Buy-out fee for full ownership, or write "not offered"] , to be agreed in writing before the Content is produced.

## 11. Termination

Either Party may terminate this Agreement for convenience by giving [Notice period, e.g. fourteen (14) days] written notice. Either Party may terminate immediately if the other commits a material breach — including, for the Influencer, a breach of clause 4 (Disclosure) or clause 6 (Exclusivity) — that is not remedied within [Cure period, e.g. seven (7) days] of written notice of it.

On termination for any reason the Brand will pay, within [Final settlement period, e.g. seven (7) days] : the fee for any Post already published under clause 2; and a kill fee of [Kill fee, e.g. 50% of the fee for that Post] for a Post the Influencer had already produced but not yet published as at the date of termination. The deposit is non-refundable and is credited against those amounts, except that where the Brand terminates for convenience, the Brand shall refund the part of the deposit that exceeds the amounts due under this clause.

If the Brand terminates because the Influencer breached clause 4 or clause 6, the Influencer is not entitled to payment for any Post not yet published, and will remove, on the Brand's written request, any live Post that caused the breach.

## 12. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] . Before starting proceedings, the Parties will attempt in good faith to resolve the dispute by discussion between the named contacts in clause 1.

Except for the Brand's payment obligations and either Party's liability for death, personal injury, fraud, or infringement of the other's intellectual property, each Party's total liability under this Agreement is limited to the total fee paid or payable by the Brand, and neither Party is liable for loss of profit, revenue, data, goodwill or any

indirect or consequential loss. Neither Party is liable for a delay caused by an event outside its reasonable control, provided it notifies the other promptly; this does not excuse an obligation to pay amounts due.

This Agreement is the entire agreement between the Parties about the Campaign and may only be amended in writing signed by both Parties. Neither Party may assign it without the other's written consent, not to be unreasonably withheld. If any provision is held unenforceable, the rest continues in force, and a failure to enforce a provision is not a waiver of it. Clauses 4, 5, 6, 8 and 10, and this clause, survive termination, as does any obligation to pay an amount that accrued before termination.

### **13. Signatures and Date**

This Agreement takes effect on the date of the last signature below, and neither Party is bound by it until both have signed. Until then it is a proposal only, and the Influencer is under no obligation to begin work or hold capacity.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. The Parties agree that an electronic signature has the same effect as a handwritten one.

Each person signing below confirms that they have read this Agreement, agree to it, and are authorised to sign it on behalf of the party they represent.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

**Brand**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Influencer**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_