

# INFLUENCER AGREEMENT

## 1. 1. Parties and Engagement

This Influencer Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [BRAND NAME], a [ENTITY TYPE] located at [BRAND ADDRESS] (the "Brand"), and [INFLUENCER NAME], located at [INFLUENCER ADDRESS] (the "Influencer"). The Influencer will create and publish sponsored content promoting [PRODUCT OR CAMPAIGN NAME] on the following accounts: [SOCIAL HANDLES AND PLATFORMS]. The Influencer is engaged as an independent contractor and not as an employee, agent, or partner of the Brand, controls the manner and means of creating the content subject to the requirements of this Agreement, and is solely responsible for all taxes on amounts received. Where the Influencer is represented by a talent agency or management company, notices may also be sent to [REPRESENTATIVE CONTACT].

## 2. 2. Deliverables and Posting Schedule

The Influencer will produce and publish the following: [DELIVERABLES, e.g., one 60-second in-feed video, three story frames with a link sticker, and one carousel post], on the platforms and accounts named in Section 1. The posting schedule is [POSTING DATES], within the campaign window of [CAMPAIGN START DATE] to [CAMPAIGN END DATE]. Each permanent post will remain live and publicly visible for at least [MINIMUM LIVE PERIOD, e.g., 12 months] and will not be archived, deleted, or made private during that time without written consent from the Brand. Required elements in each post include [REQUIRED ELEMENTS, e.g., product visible on camera for at least five seconds, the campaign hashtag, the brand account tag, and the tracked link in the designated placement]. Deliverables not listed here, including additional platforms, reposts, live appearances, or event attendance, require a separate written agreement.

## 3. 3. FTC Disclosure and Advertising Compliance

The Influencer will clearly and conspicuously disclose the material connection with the Brand in every piece of sponsored content, in accordance with the Federal Trade Commission Endorsement Guides and any applicable platform policy. Disclosure will appear in the content itself, at the beginning of the caption and before any more or truncation point, using unambiguous language such as [REQUIRED DISCLOSURE LANGUAGE, e.g., #ad, #sponsored, or Paid partnership with BRAND]. In video content, the disclosure will also be stated audibly or displayed on screen in legible text for the duration required to be read. Platform-native paid partnership labels may be used in addition to, but not instead of, the written disclosure. Ambiguous tags such as thanks, collab, sp, or partner alone are not acceptable. The Influencer will only make claims about the product that are truthful, substantiated, and based on actual experience, will not state or imply results the Brand has not substantiated in writing, and will not make health, safety, earnings, or performance claims unless expressly approved by the Brand in writing. If the Brand notifies the Influencer that a post is non-compliant, the Influencer will correct or remove it within [CORRECTION PERIOD, e.g., 24 hours].

## 4. 4. Content Approval and Revisions

The Influencer will submit each deliverable to [BRAND APPROVER CONTACT] for review at least [SUBMISSION LEAD TIME, e.g., five business days] before the scheduled posting date. The Brand will approve or provide one consolidated set of written comments within [APPROVAL WINDOW, e.g., two business days]. The fee includes [NUMBER] round(s) of revisions per deliverable; further rounds or a request to reshoot after approval are billed at [REVISION RATE]. If the Brand does not respond within the approval window, the deliverable is deemed approved and may be published on schedule. Approval by the Brand does not relieve the Influencer of the disclosure obligations in Section 3, and no approval is required for ordinary caption edits that do not change

claims, disclosure, or required elements.

## **5. 5. Compensation and Payment**

The Brand will pay the Influencer [FEE AMOUNT] for the deliverables and the usage rights granted in Section 6, payable as [PAYMENT SCHEDULE, e.g., 50 percent on signing and 50 percent within 15 days of the final deliverable being published]. Additional compensation, if any, is as follows: [ADDITIONAL COMPENSATION, e.g., gifted product with a stated retail value, affiliate commission of a stated percentage on tracked sales, or a performance bonus at defined thresholds]. Affiliate or commission amounts are reported and paid [COMMISSION PAYMENT SCHEDULE] based on the tracking system of the Brand, and the Influencer may request a reasonable summary of tracked activity. Invoices are payable within [PAYMENT TERM, e.g., 30 days] and past-due amounts accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by law, whichever is less. Gifted product is taxable income to the Influencer, who is responsible for reporting it.

## **6. 6. Content Ownership and Usage Rights**

The Influencer owns the content created under this Agreement, subject to the license granted here. The Influencer grants the Brand a non-exclusive, worldwide, royalty-free license to use, reproduce, edit for length and format, display, and distribute the content, including the name, likeness, voice, and handle of the Influencer, as follows: [USAGE SCOPE, e.g., organic use on Brand owned channels and website], for a period of [USAGE TERM, e.g., 12 months] from first publication. Paid media use, including boosting, dark posts, and whitelisting or partnership advertising run through the account of the Influencer, is permitted only where marked here: [PAID MEDIA RIGHTS: YES OR NO, WITH TERM AND BUDGET CAP], and additional paid usage beyond that scope is available at [ADDITIONAL USAGE FEE]. Use in out-of-home advertising, television, packaging, or print requires separate written agreement. The Brand will not materially alter the content in a way that changes its meaning or creates a claim the Influencer did not make, and will not sublicense the content to third parties other than its agencies and platform partners acting on its behalf.

## **7. 7. Exclusivity and Competing Brands**

During the period from [EXCLUSIVITY START DATE] to [EXCLUSIVITY END DATE], the Influencer will not create sponsored content for, or accept compensation from, any brand in the following category: [COMPETITIVE CATEGORY DEFINITION, e.g., direct-to-consumer skincare], and specifically the following named competitors: [NAMED COMPETITORS]. This restriction applies only to paid or gifted promotional content and does not restrict organic, unpaid personal use or commentary. The Influencer represents that no existing commitment conflicts with this restriction and will disclose any pending negotiation in the restricted category before signing. If the Brand requests an extension of exclusivity beyond the period above, the extension fee is [EXCLUSIVITY EXTENSION FEE] per [EXTENSION PERIOD]. Nothing in this section prevents the Influencer from working with brands outside the defined category.

## **8. 8. Content Standards and Brand Safety**

The Influencer will not publish sponsored content alongside, or within [BRAND SAFETY BUFFER, e.g., 48 hours] of, material that is unlawful, hateful, sexually explicit, defamatory, or that promotes violence, illegal drugs, or self-harm. The Influencer will not disparage the Brand or its products during the campaign window and the usage term, and will not use content generated primarily by artificial intelligence to depict the product or an experience the Influencer did not have, unless disclosed and approved in writing. The Influencer will maintain authentic audience growth and will not purchase followers, views, likes, or engagement, and will not use bots or engagement pods in connection with the campaign. The Influencer will provide screenshots or platform analytics for each deliverable within [ANALYTICS DELIVERY PERIOD, e.g., 14 days] of posting, covering reach,

impressions, engagement, and link clicks.

## **9. 9. Representations and Warranties**

The Influencer represents and warrants that: the content will be original and created by or under the direction of the Influencer; the content and all music, images, footage, and fonts used in it are cleared for the uses granted in Section 6, or the Influencer will identify any element that is not cleared before delivery; any individual appearing in the content has consented to that appearance and to the licensed uses; the Influencer has the right to enter this Agreement and is not restricted by any agency, platform, or exclusivity commitment; and the Influencer will comply with all applicable laws and platform terms. The Brand represents and warrants that its product claims and any materials it supplies are accurate, substantiated, and lawful, and that it has the right to license its trademarks for the campaign.

## **10. 10. Confidentiality**

The Influencer will keep confidential all non-public information received from the Brand, including unreleased products, launch dates, campaign strategy, pricing, performance data, and the commercial terms of this Agreement, and will not disclose or post about them before the campaign is public. These obligations do not apply to information that becomes public through no fault of the Influencer, was already known without a duty of confidence, or must be disclosed by law, and nothing in this Agreement prevents the Influencer from making the disclosures required by Section 3 or from responding truthfully to a regulator or platform inquiry. Confidentiality obligations continue for [CONFIDENTIALITY PERIOD, e.g., two years] after the campaign ends. The Brand will keep confidential any rate card, audience data, or analytics the Influencer shares that are not otherwise public.

## **11. 11. Term, Termination, and Takedown**

This Agreement begins on the Effective Date and continues until the deliverables are published and the usage term expires, unless terminated earlier. Either Party may terminate for a material breach not cured within [CURE PERIOD, e.g., five business days] after written notice. The Brand may terminate immediately and require removal of the content if the Influencer engages in conduct that generates significant public controversy and is reasonably likely to damage the reputation of the Brand, if a post is materially non-compliant with Section 3 and is not corrected, or if audience metrics were materially misrepresented. The Influencer may terminate immediately if the Brand fails to pay an undisputed amount within [PAYMENT BREACH PERIOD, e.g., 15 days] of written notice, or if the Brand asks for content that would violate law or platform rules. On termination before publication, the Brand will pay for work completed and any pre-approved production costs incurred, and the license in Section 6 does not take effect for unpublished content unless the Parties agree otherwise in writing.

## **12. 12. Production Costs and Expenses**

Unless stated otherwise, the fee includes ordinary production costs incurred by the Influencer, including filming, editing, and standard props. The Brand will reimburse pre-approved out-of-pocket expenses such as [REIMBURSABLE CATEGORIES, e.g., travel, professional crew, location rental, paid talent, and licensed music], submitted with receipts and approved in writing in advance, with any single item above [EXPENSE APPROVAL THRESHOLD] requiring separate approval. Product supplied for the campaign is [PRODUCT DISPOSITION, e.g., a gift the Influencer may keep, or a loan to be returned within 14 days of the final post at the expense of the Brand]. Where the Brand requires the Influencer to travel, the Brand will arrange or reimburse transport and accommodation, and travel days beyond [INCLUDED TRAVEL DAYS] are billed at [DAY RATE].

## **13. 13. Liability, Indemnification, and Insurance**

Neither Party is liable for indirect, incidental, consequential, or special damages or for lost profits. Except for

breach of confidentiality or the indemnity obligations below, the total liability of each Party will not exceed the total fees paid or payable under this Agreement. The Influencer will defend and indemnify the Brand against third-party claims arising from the content, including claims of copyright or music infringement, right of publicity, defamation, or failure to disclose as required by Section 3. The Brand will defend and indemnify the Influencer against third-party claims arising from the product itself, from Brand-supplied materials, from product claims the Brand instructed the Influencer to make, or from use of the content outside the license granted in Section 6. The indemnified Party will give prompt written notice and reasonable cooperation.

#### **14. 14. Governing Law and General Provisions**

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and disputes will be brought in the state or federal courts located in [VENUE COUNTY AND STATE] after the Parties attempt informal resolution for at least [NEGOTIATION PERIOD, e.g., 15 days]. This Agreement, with any campaign brief attached, is the entire agreement between the Parties and supersedes prior discussions; amendments must be in writing and confirmed by both Parties, and an email exchange that clearly identifies the change satisfies that requirement. The Influencer may not delegate creation of the content to another creator without written consent. Neither Party may assign this Agreement without consent except to a successor of substantially all of its business. If any provision is unenforceable the remainder stays in effect, and neither Party is liable for delay caused by events beyond its reasonable control, including platform outages and account restrictions imposed by a platform.

#### **15. 15. Signatures**

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

BRAND: [BRAND NAME]. Signature: \_\_\_\_\_. Printed Name: [BRAND SIGNER NAME].

Title: [TITLE]. Date: [DATE]. INFLUENCER: [INFLUENCER NAME]. Signature: \_\_\_\_\_.

Printed Name: [INFLUENCER SIGNER NAME]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures on a single document.

#### **16. Disclaimer**

This template is provided for general informational purposes only and is not legal advice. Influencer marketing is subject to Federal Trade Commission endorsement guidance, state advertising and consumer protection laws, platform policies that change frequently, and additional rules for regulated categories such as health, finance, alcohol, supplements, and content directed at children. Review and adapt this document for your campaign, and consult a licensed attorney before using it for a regulated product or a high-value partnership. Use of this template does not create an attorney-client relationship with ScanContract.