



***SAMPLE  
INFLUENCER  
CONTRACT***





# INFLUENCER MARKETING TOOLKIT

## SAMPLE CONTRACT

The document is intended to provide general information and guidelines only. It is not a substitute for legal advice. All promotional campaigns should be analyzed on a case-by-case basis for legal compliance

## INFLUENCER AGREEMENT

This Agreement, executed on \_\_\_\_\_, 20\_\_, is entered into by and between YOUR COMPANY, with an address of YOUR ADDRESS (hereinafter referred to as the “Company”) and \_\_\_\_\_actor/model with an address of \_\_\_\_\_ (hereinafter, the “Influencer”). Company and Influencer may be referred to collectively as the “Parties.” For good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**1. ENGAGEMENT.** Company hereby engages Influencer from the date of execution of this Agreement through and including the date(s) of performance (“the Term”) for the limited purpose of promoting certain brands and brand content, through Influencer’s social media outlets. The nature of the brand content to be promoted and the specific details and requirements of the promotion is outlined in the attached Schedule A. During the Term, Influencer agrees to be engaged for the purpose of promoting the brand content and to be bound by the guidelines as attached as Schedule B (“Guidelines”). Company hereby appoints Influencer as its representative on a non-exclusive, non-employee basis to endorse and promote its services to the target audience.

**2. TERM.** This Agreement shall have an initial term of one year and shall automatically renew for additional one-year terms thereafter unless either party provides thirty days prior written notice of its intention of nonrenewal.

OR

**2. DATE OF PERFORMANCE.** Parties agree that the Content will be disseminated on Influencer’s Outlets on \_\_\_\_\_ (“Date(s) of Performance”). This dissemination on the specified date(s) will constitute the date(s) of performance and upon performance of the promotion of the Content and fulfillment of the terms, and upon payment of compensation by Company as outlined below, this Agreement shall terminate and Influencer’s rights to use the brand name as described within this Agreement shall terminate as well.

**3. DELIVERABLES.** Influencer will deliver the agreed number of posts on the agreed platforms on behalf of Company as outlined in Schedule A. The Services shall conform to the specifications and instructions of Company as outlined in Schedule B, abide by the rules of the relevant social media platforms, and are subject to Company’s acceptance and approval. Company has a maximum of XX days to reject any deliverable in accordance with this Section and must notify Influencer within XX days of receipt of work that additional revisions and/or amendments will be requested.

**4. OWNERSHIP.** Influencer acknowledges and agrees that Company for the purpose of performing the Services under this Agreement shall own, exclusively and in perpetuity, all rights of whatever kind and character, throughout the universe and in any and all languages, in and to the videos, photographs, text and/or all works of similar nature produced, developed, or created by Influencer for this Agreement, and any and all intellectual property rights thereto, including trademarks, trade secrets, trade dress, design, mask work, copyrights, and patent rights (collectively, the “Content”), including the right to sublicense the Content to Company’s brand partners (the “Brand Affiliates”). Notwithstanding the foregoing, Influencer may delete posts from his/her owned and/or controlled social media channels containing any Content after a period of thirty (90) days from post date.

**5. USAGE.** Company shall cause Influencer to grant to Company and to Brand Affiliates a limited, non-exclusive, royalty free, right and license to feature Content generated by Influencer as part of the Campaign (including influencer’s name and likeness) on Company’s and Brand Affiliates owned and controlled social media platforms and within third party digital and broadcast platforms and print platforms including but are not limited to: ad networks, email marketing, paid search listings, television, radio, newspapers, magazines and brochures, Facebook, Instagram, Twitter, Tumblr, YouTube, Pinterest, Vine, Google+ and website blogs during the term of this Agreement and for a period of twelve (12) months thereafter.





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**6. LICENSE.** Company grants to Influencer a temporary license to use the Brand Affiliates name and promotional materials as may be necessary to achieve the promotional purpose but only in compliance with the Guidelines and only to achieve the promotional purpose as described in the Schedule A. Influencer grants to Company a perpetual license to use Influencer's name and likeness in all media including Company website and the brand website and on social media sites and in all formats of print and digital media advertising.

**7. CANCELLATION.** Either party may terminate this agreement upon fourteen (14) days prior written notice if the other party breaches this agreement and does not cure such breach within such time period. In addition to any right or remedy that may be available to Company under this agreement or applicable law, In addition, in the event that Influencer has breached this agreement, Company may (i) immediately suspend, limit or terminate Influencer's access to any Company account and/or (ii) instruct Influencer to cease all promotional activities or make clarifying statements, and Influencer shall immediately comply. Either party may terminate this agreement at any time without cause upon thirty days prior written notice to the other party.

**8. CONFIDENTIALITY AND EXCLUSIVITY.** During the course of Influencer's performance of services for Company, Influencer will receive, have access to and create documents, records and information of a confidential and proprietary nature to Company and customers of Company. Influencer acknowledges and agrees that such information is an asset of Company or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of Company and its clients must be kept strictly confidential and used only in the performance of Influencer's duties under this Agreement. Influencer agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever except to the existing employees of Company or as otherwise directed by Company in the course of Influencer's performance of services under this Agreement, and thereafter only with the written permission of Company. Upon termination of this Agreement or upon the request of Company, Influencer will return to Company all of the confidential information, and all copies or reproductions thereof, which are in Influencer's possession or control. Influencer agrees that during the tenure of this contract, and for a three-month term afterward, Influencer will not undertake influencer marketing for a competitor in the same vertical as Company.

**9. COMPENSATION.** In full consideration of Influencer's performance, his / her obligations and the rights granted herein, Influencer shall be paid [THE AMOUNT AGREED UPON BETWEEN YOU AND INFLUENCER]. This includes any agreed bonus incentives should Influencer meet the agreed targets. Influencer will otherwise perform the services at his/her own expense and use his/her own resources and equipment. Influencer acknowledges that the agreed upon compensation represents Influencer's entire compensation with respect to this agreement and Company shall have no other obligation for any other compensation to or expenses or costs incurred by Influencer in connection with the performance of its obligations under this agreement. If Influencer has obtained employees or agents (the "Influencer Personnel"), Influencer shall be solely responsible for all costs associated with Influencer Personnel.

OR

**COMPENSATION.** As compensation for Influencer's satisfactory performance, Company agrees to pay Influencer \$\_\_\_\_\_. Influencer agrees that this payment shall be the sole and entire compensation received and no other compensation of any kind shall be due upon termination of the Agreement or thereafter.

**10. PAYMENT TERMS.** Payment can be made by PayPal or check/money order to the address given by Influencer. Payments will be due seven days after the agreed invoice date.

OR

Payment shall be remitted Fifty Percent (50%) upon execution of this Agreement and Fifty Percent (50%) within Seven (7) Days of performance on the final specified date.





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**11. MATERIAL DISCLOSURES AND COMPLIANCE WITH FTC GUIDELINES.** When publishing posts/statuses about Company’s products or services, Influencer must clearly disclose his/her “material connection” with Company, including the fact that Influencer was given any consideration, was provided with certain experiences or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that Influencer makes about Company or Company’s products or services. Please note that this disclosure is required regardless of any space limitations of the medium (e.g. Twitter), where the disclosure can be made via Hashtags, e.g. #sponsored. Influencer’s statements should always reflect Influencer’s honest and truthful opinions and actual experiences. Influencer should only make factual statements about Company or Company’s products which Influencer knows for certain are true and can be verified.

**12. FORCE MAJEURE.** If either party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.

**13. INDEPENDENT CONTRACTOR.** Influencer is retained as an independent contractor of Company. Influencer acknowledges and agrees that (i) Influencer is solely responsible for the manner and form by which Influencer performs under this Agreement, and (ii) Influencer is a self-employed individual, who performs services similar to the services outlined in Schedule A for various entities and individuals other than Company. Influencer is responsible for the withholding and payment of all taxes and other assessments arising out of Influencer’s performance of services, and neither Influencer nor any of Influencer’s employees or independent clients shall be entitled to participate in any employee benefit plans of Company.

**14. REPRESENTATIONS AND WARRANTIES.** Parties represent and warrant to each other that each is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between any third party.

**15. GENERAL TERMS.** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

This Agreement may not be assigned by either party without the prior written consent of the other, and any such purported assignment shall be void. This Agreement is made in Georgia and shall be construed and interpreted in accordance with the law of Georgia, applicable to contracts made and to be performed entirely therein. This document is a complete and exclusive statement of the terms of this agreement and may not be changed orally but only by writing signed by both parties.

Please acknowledge your agreement by signing below and returning a copy to us. We look forward to a mutually rewarding relationship.

\_\_\_\_\_  
Influencer Name

\_\_\_\_\_  
Your Name and Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Your Signature and Date





# INFLUENCER MARKETING TOOLKIT

## SCHEDULE A SCOPE OF WORK

*Here you'll describe in detail the work you expect to receive from the influencer.*





# INFLUENCER MARKETING TOOLKIT

## SCHEDULE B BRAND GUIDELINES

*Schedule B will talk about brand guidelines including desired colors, fonts, or other creative direction. Schedule B will also tell influencers what not to do, like use profane language or show too much skin.*

*You can also describe items to avoid in influencer posts, such as not mentioning specific competitors, which you'll state by name. Also mention that all blog posts, social media statuses, tweets, and/or comments should be in good taste and free of inappropriate language and/or any content promoting bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.*

