

SOCIAL MEDIA INFLUENCER CONTRACT

I. **THE PARTIES.** This Social Media Influencer Contract ("Contract") made this _____, 20____ is by and between:

Advertiser: _____, with a mailing address of _____ ("Advertiser"), and

Influencer: _____, with a mailing address of _____ ("Influencer").

The Advertiser and the Influencer are individually referred to herein as a "Party" and collectively as the "Parties."

II. **COMMENCEMENT AND DURATION.** This Agreement is to commence upon _____, 20____. This Contract is for: (check one)

☐ - An **Ongoing Term.** The terms of the Contract remain in effect until either the Advertiser or the Influencer terminates the Contract, giving _____ days' notice to the other Party ("At-Will"). After termination, the Parties shall have no obligations or liabilities to one another.

☐ - A **Fixed-Term.** The Parties agree to this Contract shall terminate on _____, 20____. After termination, the Parties shall have no obligations or liabilities to one another.

III. **CONTENT REQUIREMENTS.** The Influencer shall make social media postings for the Advertiser as described: _____.

Hereinafter known as the "Content."

The Content must be original, factual, compliant with the terms and conditions of the social media platforms used, compliant with all applicable FTC guidelines, and must contain any tags, links, or titles the Advertiser requests to be included in the uploaded media.

IV. **ADVERTISER APPROVAL.** The Influencer shall: (check one)

☐ - **Be required** to obtain permission from the Advertiser before publishing a post.

☐ - **Not be required** to obtain permission from the Advertiser before publishing a post.

V. **SOCIAL MEDIA PLATFORMS.** The Content shall be published on the following Influencer's social media profiles: _____.

VI. PAYMENT. The Advertiser agrees to pay the Influencer in the following manner: (check all that apply)

- ☐ - **Flat Fee:** _____
- ☐ - **Commission:** _____
- ☐ - **Products:** _____
- ☐ - **Services:** _____
- ☐ - **Travel:** _____
- ☐ - **Other:** _____

Hereinafter known as the "Payment Amount." The Influencer understands that they are being paid as an independent contractor and responsible for the payment of all appropriate local, state, and federal taxes.

VII. PAYMENT INSTRUCTIONS. The Advertiser is required to pay the Payment Amount to the Influencer by: (check one)

- ☐ - **Pre-Payment.** The Influencer is to be pre-paid by the Advertiser prior to any content that is to be posted.
- ☐ - **Payment Upon Receipt.** The Influencer is to be paid no later than _____ days following the receipt of an invoice. (complete parts a & b below)

a.) **Late Fees.** For past-due invoices, the following late fee will apply if payment is late by more than _____ day(s): (check one)

- ☐ - **Dollar Amount:** \$_____
- ☐ - **Percentage of Invoice:** _____%

b.) **Deposit.** For the good-faith performance of this Contract, the Advertiser shall: (check one)

- ☐ - **Be required** to make a deposit in the amount of \$_____ to be paid at the commencement of the Contract ("Deposit"). The Deposit shall be non-refundable but applicable to the first Payment Amount.
- ☐ - **Not be required** to make a deposit as part of this Contract.

VIII. COPYRIGHT. The Content created by the Influencer, for the purposes of fulfilling this Contract, shall be the intellectual property of the: (check one)

- ☐ - **Advertiser**
- ☐ - **Influencer**

IX. EXCLUSIVITY OF INFLUENCER. For the purposes of this Contract, the Influencer's role with the Advertiser is: (check one)

☐ - **Exclusive:** It is understood that the Influencer will be working for the Advertiser on an exclusive basis for the duration of this Contract. It is prohibited that the Influencer post, promote, or be affiliated with any other advertiser in the following type(s) of business: _____.

☐ - **Non-Exclusive:** The Influencer is free to work for other advertisers for the duration of this Contract.

X. CONFIDENTIALITY. The Influencer must:

- a.) Avoid disclosing confidential or proprietary information by any means necessary that is not authorized by the Advertiser to any third parties, both during the term of this Contract and for at least one (1) year following its termination.
- b.) Avoid making copies or duplicating the Advertiser's confidential and proprietary information unless directed to do so by the Advertiser;
- c.) Only use specific information provided by the Advertiser for use that is explicitly authorized by the Advertiser; and
- d.) Inform the Advertiser immediately if they become aware of unauthorized disclosure or use of any potential confidential or proprietary information.

Failure of any of the above may result in the termination of this Contract and legal action against the Influencer.

XI. TERMINATION. This Contract shall terminate in the event of any of the following:

- a.) Upon the death of either the Advertiser or the Influencer;
- b.) If the Influencer is unable to work due to a sudden, medically documented physical or mental ailment;
- c.) If the business of either the Advertiser or the Influencer is liquidated, dissolved, or otherwise discontinued;
- d.) If either the Advertiser or the Influencer has any petition filed against them under federal or state bankruptcy or insolvency laws; and
- e.) If either Party chooses to terminate this Contract in accordance with Section II.

Upon termination, all fees calculated to the date of termination must be paid to the Influencer by the Advertiser. Similarly, under such termination, the Influencer shall be responsible for:

- a.) The delivery of all documents and materials containing the Advertiser's proprietary or confidential information;
- b.) Permanently erasing all proprietary and confidential information from their electronic devices; and
- c.) Certifying in writing that they have complied with the above stipulations.

- XII. ADVERTISER LEGAL REQUIREMENTS.** The Influencer is not responsible for any legal, technical, or regulatory specifications regarding the Advertiser's business; this is the sole responsibility of the Advertiser.
- XIII. LIMITATION OF LIABILITY.** The Advertiser's liability will be limited to the total Payment Amount due to the Influencer.
- XIV. INDEMNIFICATION.** The Advertiser and the Influencer will each defend, indemnify, and hold the other harmless, including, but not limited to, affiliates, successors, assigns, employees, agents, and officers) against all losses, damages, deficiencies, liabilities, awards, penalties, or expenses of whatever kind, including attorneys' fees and related legal fees, incurred by themselves in connection with any claims, suits, actions, demands, or judgments arising out of this Contract.
- XV. SEVERABILITY.** If any portion of this Contract shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XVI. GOVERNING LAW.** This Contract shall be construed and governed in accordance with the laws located in the State of _____.
- XVII. FORCE MAJEURE.** The Influencer is not liable for cessation or delay of work due to forces beyond their reasonable control, including but not limited to acts of God, military action, riots, and acts of nature.
- XVIII. ENTIRE CONTRACT.** This Contract constitutes the entire contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.
- XIX. EXECUTION.** The Advertiser and the Influencer each represent and warrant to the other that each person executing this Contract on behalf of each Party is duly authorized to execute and deliver this Contract on behalf of that Party.

Advertiser's Signature: _____ **Date:** _____

Print Name: _____

Influencer's Signature: _____ **Date:** _____

Print Name: _____