INFLUENCER CONTRACT

This Influencer Contract (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Brand (the company paying for the content): _____, signing through _____, title _____, mailing address _____.

Influencer (the creator, or the creator's company): _____, mailing address _____. Creator who will appear in the content (if the Influencer is a company): _____.

1. CAMPAIGN AND DELIVERABLES

Type of campaign (check one): [ ] sponsored posts; [ ] product review or unboxing; [ ] ambassador program; [ ] affiliate commission plus a flat fee; [ ] event appearance or account takeover. Product or campaign promoted: _____.

Accounts the content goes on (platform and handle): _____. The Influencer confirms it controls these accounts and that its followers and engagement are genuine.

Deliverables (platform / type of content / how many / due date): 1. _____; 2. _____; 3. _____.

Each post must tag or include: _____. Each post stays live, public and unchanged for at least _____ days.

2. CONTENT REVIEW

Before posting (check one): [ ] the Brand approves each draft; [ ] the Brand approves the concept or script only; [ ] no approval is needed. The Brand responds within _____ business days and may request up to _____ rounds of changes. The Brand may not require the Influencer to say anything untrue or to weaken a disclosure. For product reviews, the Brand may check facts and disclosures but not the Influencer's opinion.

3. ENDORSEMENT DISCLOSURES

Every post will clearly disclose the Influencer's connection with the Brand (payment, free products, commission or ambassador role), as the FTC's Endorsement Guides (16 C.F.R. Part 255) call for. The disclosure goes in the post itself, not only in a bio or a group of hashtags; on photos and Stories over the image; in videos on screen and out loud; and in plain words such as "ad," "sponsored" or "paid partnership." Platform paid partnership labels are used as well, not instead.

The Influencer will give only honest opinions, will claim to use a product only if it does, and will make claims beyond its own experience only if the Brand supplies or approves them in writing. Neither party will offer or accept anything for reviews of a particular sentiment, post fake reviews, or buy fake followers.

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4. PAYMENT

Fee (check one): [ ] a flat fee of $_____, paid [ ] half at signing and half after the last post goes live [ ] after the last post goes live [ ] in equal parts as each post goes live; [ ] $_____ per deliverable; [ ] $_____ per month; [ ] free products only.

Commission (affiliate campaigns): _____% of net sales made through _____, paid monthly with a statement within 30 days after each month ends, less refunds and returns.

Free products sent by the Brand (if any): _____. The Influencer may keep them whatever its opinion.

The Influencer invoices with a list of the posts published and a link to each. The Brand pays each invoice within _____ days.

5. USAGE RIGHTS AND OWNERSHIP

The Brand may (check one): [ ] share and link to the posts as published; [ ] also repost them on its own channels; [ ] also use them in paid ads, for _____ months after each post. [ ] The Brand may also run the content as ads from the Influencer's account (whitelisting), with the platform's paid partnership label. The Brand will add its own disclosure when it reposts or advertises the content.

Ownership (check one): [ ] the Influencer keeps ownership and gives the Brand only the rights above; [ ] the Brand owns the final content once it is paid for, and the Influencer may keep it on its accounts and in its portfolio. Either way, the Brand's use of the Influencer's name and likeness stays within the usage rights above.

6. EXCLUSIVITY, CONDUCT AND GOALS

[ ] Exclusivity: until _____ days after the last post, the Influencer will not promote these competitors: _____. Without exclusivity, the Influencer will not show a competing product in a deliverable.

[ ] Morality clause: either party may end this Agreement at once if the other becomes the subject of a serious public scandal, and the Brand may require the content to be removed.

Goals (targets, not promises): _____. The Influencer does not guarantee views, followers, clicks or sales, and will share post analytics on request.

7. TERM AND TERMINATION

This Agreement lasts (check one): [ ] until the campaign is finished and paid; [ ] _____ months. Either party may end it on _____ days' written notice, or on 5 business days' notice for an uncured material breach. The Brand pays for posts published before the end date, and the Influencer refunds amounts paid in advance for posts not published.

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8. GENERAL TERMS

Each party keeps the other's non-public information confidential for two years after the end, except the disclosures the law requires. The Influencer is an independent contractor and pays its own taxes. Neither party is liable for indirect damages, and each party's total liability is limited to the amount payable to the Influencer, except for indemnity, confidentiality and amounts owed.

The laws of the State of _____ govern this Agreement. Disputes will be resolved (check one): [ ] in the courts of _____ County; [ ] by mediation, then court; [ ] by binding arbitration. This Agreement is the complete agreement of the parties, can be changed only in a signed writing, and may be signed in counterparts and electronically. Date signed: _____.

Additional terms: _____

SIGNATURES

Brand

Signature: _____ Date: _____

Printed Name: _____

Influencer

Signature: _____ Date: _____

Printed Name: _____

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