**INFLUENCER / BRAND COLLABORATION AGREEMENT**

(Content Creator Partnership Contract)

This Agreement is entered into as of **[DATE]** (the "Effective Date").

**THE PARTIES**

|  |  |
| --- | --- |
| **BRAND / COMPANY** | **INFLUENCER / CREATOR** |
| Name: [BRAND NAME] Address: [ADDRESS] Contact: [EMAIL] Tax ID/EIN: [NUMBER] | Name: [INFLUENCER NAME] Handle: @[SOCIAL HANDLE] Platform(s): [PLATFORMS] Email: [EMAIL] |

*Brand and Influencer are collectively referred to as the "Parties" and individually as a "Party."*

**ARTICLE 1 – CAMPAIGN DETAILS**

**1.1. Campaign Name/Description:** [CAMPAIGN NAME/DESCRIPTION]

**1.2. Product/Service Being Promoted:** [PRODUCT/SERVICE]

**1.3. Campaign Period:** From [START DATE] to [END DATE]

**1.4. Target Audience:** [DEMOGRAPHIC/AUDIENCE DESCRIPTION]

**ARTICLE 2 – CONTENT DELIVERABLES**

**2.1.** Influencer agrees to create and publish the following content:

|  |  |  |  |
| --- | --- | --- | --- |
| **Content Type** | **Platform** | **Quantity** | **Due Date** |
| ☐ Instagram Post | Instagram | [NUMBER] | [DATE] |
| ☐ Instagram Story | Instagram | [NUMBER] | [DATE] |
| ☐ Instagram Reel | Instagram | [NUMBER] | [DATE] |
| ☐ TikTok Video | TikTok | [NUMBER] | [DATE] |
| ☐ YouTube Video | YouTube | [NUMBER] | [DATE] |
| ☐ Blog Post | Website/Blog | [NUMBER] | [DATE] |
| ☐ Twitter/X Post | Twitter/X | [NUMBER] | [DATE] |
| ☐ Other: \_\_\_\_\_\_\_\_ | [PLATFORM] | [NUMBER] | [DATE] |

**2.2. Content Requirements:**

(a) All content must include the hashtags: [REQUIRED HASHTAGS]

(b) All content must tag: @[BRAND SOCIAL HANDLE]

(c) Key messaging points to include: [MESSAGING POINTS]

(d) Content restrictions: [ANY RESTRICTIONS - e.g., no competitor mentions]

**2.3. Approval Process:** Influencer shall submit all content to Brand for approval at least [NUMBER] business days before the scheduled posting date. Brand shall approve or request revisions within [NUMBER] business days of receipt.

**ARTICLE 3 – FTC DISCLOSURE & COMPLIANCE**

**3.1.** Influencer acknowledges and agrees that all sponsored content must comply with the Federal Trade Commission (FTC) Endorsement Guides and any applicable advertising regulations.

**3.2. Required Disclosures:** Influencer shall clearly and conspicuously disclose the material connection with Brand by including:

(a) #ad or #sponsored in a prominent position (not buried in hashtags)

(b) Platform-native paid partnership labels where available

(c) Clear verbal disclosure in video content (e.g., "This video is sponsored by [Brand]")

**3.3.** Influencer shall not make any false, misleading, or unsubstantiated claims about the Product/Service.

**ARTICLE 4 – COMPENSATION**

**4.1. Payment Amount:** Brand shall pay Influencer the following compensation:

☐ Flat Fee: $[AMOUNT] USD

☐ Per Post: $[AMOUNT] USD per deliverable

☐ Commission: [PERCENTAGE]% of sales using code/link [CODE/LINK]

☐ Product/Service Value: [DESCRIPTION OF PRODUCTS/SERVICES]

☐ Combination: [DESCRIBE COMBINATION]

**4.2. Payment Schedule:**

☐ 100% upon execution of this Agreement

☐ 50% upon execution, 50% upon completion of all deliverables

☐ 100% within [NUMBER] days of completion of all deliverables

☐ Monthly commission payments by the [DAY] of each month

☐ Other: [SPECIFY]

**4.3. Payment Method:** [CHECK/ACH/PAYPAL/WIRE TRANSFER] to [PAYMENT DETAILS]

**4.4.** Influencer is responsible for all applicable taxes on compensation received under this Agreement.

**ARTICLE 5 – CONTENT RIGHTS & USAGE**

**5.1. License Grant:** Influencer grants Brand the following rights to use the Content:

☐ Non-exclusive license for the Campaign Period only

☐ Non-exclusive license for [NUMBER] months from publication

☐ Exclusive license for [NUMBER] months from publication

☐ Perpetual, non-exclusive license

☐ Full assignment of all rights (work-for-hire)

**5.2. Permitted Uses:** Brand may use the Content for:

☐ Reposting on Brand's social media channels

☐ Brand's website and marketing materials

☐ Paid advertising (boosted posts, ads)

☐ Print materials

☐ Out-of-home advertising (billboards, displays)

☐ All media worldwide (unlimited usage rights)

**5.3.** Influencer retains the right to use the Content in their portfolio and for self-promotional purposes.

**ARTICLE 6 – EXCLUSIVITY**

**6.1. Exclusivity Period:**

☐ No exclusivity required

☐ Exclusive during Campaign Period only

☐ Exclusive for [NUMBER] days/months before and after Campaign Period

☐ Other: [SPECIFY]

**6.2. Competitor Definition:** For purposes of this Agreement, "Competitor" means: [LIST SPECIFIC COMPETITORS OR CATEGORY]

**ARTICLE 7 – REPRESENTATIONS & WARRANTIES**

**7.1. Influencer represents and warrants that:**

(a) All Content will be original and will not infringe any third-party intellectual property rights;

(b) Influencer has full authority to enter into this Agreement;

(c) Influencer's follower count and engagement metrics are genuine and not artificially inflated;

(d) Influencer will comply with all applicable laws, regulations, and platform terms of service;

(e) Any testimonials or reviews reflect Influencer's honest opinions.

**7.2. Brand represents and warrants that:**

(a) Brand has full authority to enter into this Agreement;

(b) The Product/Service complies with all applicable laws and regulations;

(c) Brand owns or has proper licenses for all materials provided to Influencer.

**ARTICLE 8 – CONFIDENTIALITY**

**8.1.** Each Party agrees to keep confidential all non-public information disclosed by the other Party, including but not limited to campaign strategies, compensation terms, unreleased products, and business plans.

**8.2.** This confidentiality obligation shall survive termination of this Agreement for a period of two (2) years.

**ARTICLE 9 – TERMINATION**

**9.1. Termination for Convenience:** Either Party may terminate this Agreement with [NUMBER] days' written notice.

**9.2. Termination for Cause:** Either Party may terminate immediately if the other Party:

(a) Materially breaches this Agreement and fails to cure within [NUMBER] days of notice;

(b) Engages in conduct that brings the other Party into public disrepute;

(c) Becomes subject to bankruptcy or insolvency proceedings.

**9.3. Effect of Termination:** Upon termination:

(a) Influencer shall be compensated for all Content completed and approved prior to termination;

(b) Brand's license to use completed Content shall [continue/terminate] per Section 5;

(c) Confidentiality and indemnification obligations shall survive.

**ARTICLE 10 – INDEMNIFICATION & LIABILITY**

**10.1.** Influencer agrees to indemnify and hold harmless Brand from any claims, damages, or expenses arising from: (a) Influencer's breach of this Agreement; (b) Influencer's Content infringing third-party rights; or (c) Influencer's failure to comply with FTC guidelines or applicable laws.

**10.2.** Brand agrees to indemnify and hold harmless Influencer from any claims, damages, or expenses arising from: (a) Brand's breach of this Agreement; (b) defects in the Product/Service; or (c) Brand-provided materials infringing third-party rights.

**10.3. Limitation of Liability:** IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY EXCEED THE TOTAL COMPENSATION PAID OR PAYABLE UNDER THIS AGREEMENT.

**ARTICLE 11 – GENERAL PROVISIONS**

**11.1. Independent Contractor:** Influencer is an independent contractor and not an employee, agent, or partner of Brand.

**11.2. Governing Law:** This Agreement shall be governed by the laws of the State of [STATE], without regard to conflict of law principles.

**11.3. Dispute Resolution:**

☐ Courts of [JURISDICTION]

☐ Binding arbitration under [AAA/JAMS] rules

☐ Mediation followed by arbitration if unresolved

**11.4. Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements.

**11.5. Amendment:** This Agreement may only be amended in writing signed by both Parties.

**11.6. Severability:** If any provision is found unenforceable, the remaining provisions shall continue in full force.

**11.7. Assignment:** Influencer may not assign this Agreement without Brand's prior written consent.

**11.8. Notices:** All notices shall be in writing and sent to the addresses listed above or such other address as a Party may designate in writing.

**— SIGNATURES —**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

|  |  |
| --- | --- |
| BRAND / COMPANY   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name & Title   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date | INFLUENCER / CREATOR   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date |

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