

Influencer Agreement

Brand: [Brand name], [Company legal name] **Creator:** [Creator name] ([handles]) **Date:** [Date]

1. Campaign and Deliverables

Creator will create and publish the following content promoting [product or campaign]: [e.g., "1 Instagram Reel (30-60 seconds), 3 Instagram Stories with a link sticker, and 1 TikTok video"], on [platforms and handles], between [Start date] and [End date]. Key messages and requirements are in the attached brief: [describe or attach].

2. Approval

Creator will send each piece of content to Brand for review at least [Number, e.g., 3] business days before posting. Brand may request up to [Number, e.g., 2] rounds of reasonable changes for accuracy or brand guidelines. Creator keeps creative control of style and voice.

3. Disclosure

Creator will clearly disclose the paid relationship in every piece of content, as FTC rules require, for example with "#ad" or the platform's paid-partnership label at the start of the caption or video, not hidden among other hashtags. Creator will only make claims about the product that are truthful and that Creator believes, based on Creator's own use.

4. Fee and Payment

Brand will pay Creator [Amount], [Choose one: "50% on signing and 50% within [Number] days after the last deliverable is posted" / "within [Number] days after all deliverables are posted"], by [method]. [Optional: free product valued at [Amount], which Creator may keep. Product is taxable income too.] Creator is responsible for Creator's own taxes.

5. Content Ownership and Usage Rights

Creator owns the content. Creator grants Brand a [non-exclusive] license to [Choose: "repost and share the content on Brand's own social media accounts" / "also use it in paid ads (whitelisting or Spark Ads) and on Brand's website and email"] for [Number, e.g., 6] months from posting [in [territory]]. Any longer or broader use requires a separate written agreement and fee.

6. Content Stays Up

Creator will keep each post published for at least [Number, e.g., 90] days and won't archive or edit the disclosure out of it.

7. Exclusivity

[Optional:] From signing until [Number] days after the last post, Creator won't promote these direct competitors of Brand: [list or category].

8. Performance Reporting

Within [Number, e.g., 7] days after the campaign ends, Creator will send Brand screenshots of each post's reach, impressions, engagement, and link clicks [and Story views]. Creator does not guarantee any particular results.

9. Conduct and Termination

Either party may end this agreement if the other materially breaches it and doesn't fix the breach within [Number] days of written notice. Brand may also end it if Creator engages in public conduct that seriously harms Brand's reputation. On termination, Brand pays for deliverables already posted, and Creator removes unposted references to Brand.

10. Independent Contractor and Governing Law

Creator is an independent contractor, not Brand's employee or agent. This agreement is governed by the laws of the State of [State] and is the entire agreement for this campaign.

Signatures

By signing below, each party agrees to these terms.

[Brand name] ("Brand")

Signature: _____ Printed name: _____ Date: _____

[Creator name] ("Creator")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.