

Influencer Agreement Template

This template provides a framework for structuring an influencer agreement. It is a guide and not intended as legal advice. Every campaign should be reviewed on a case-by-case basis by a professional for legal compliance.

Introduction

This agreement was executed on (Month, Date, Year) in (Place).

The parties to this agreement are as follows:

1. (Name of Brand/Agency Representative), of legal age, with ID number (Number), representing (Brand/Agency Name), located at (Address) with fiscal ID (Number), hereinafter referred to as "the Company."
2. (Name of Influencer), of legal age, with ID number (Number), acting on their own behalf, hereinafter referred to as "the Collaborator."

Together, the Company and the Collaborator will be referred to as the "Parties."

Acknowledgment

The Parties acknowledge their legal capacity to enter into this SERVICE AGREEMENT and agree to comply with its terms.

I. (Brand/Agency) is a business dedicated to (Description of Brand/Agency) and seeks to hire the Collaborator's services for its own campaigns or on behalf of its client, (Client Brand Name), hereinafter referred to as "the Client."

II. The Collaborator is interested in providing these services in accordance with the activities outlined in Clause 1 of this agreement.

Both Parties wish to enter into this agreement and agree to the terms of the following clauses.

1. Provision of Professional Services

Both Parties agree that the Collaborator will provide their services as a social media influencer to the Company, specifically the following services:

- Event Participation: Attendance at (Event Name) at (Location) and (Time).

- Publications:
 - (X posts/videos) on (Social Network), which must remain on the profile for at least X months post-publication.
 - (Additional Post Requirements)

Publications must include:

- Mention: @(XXXXX)
- Hashtags: #(XXXXX) and #(XXXXX)
- UTM link for web traffic: (XXXXX), (XXXXX), (XXXXX)
- Discount code (XXXXX) provided by the Company
- Disclosure methods: (#ad, paid partnership feature, etc.)
- Statistics: The Collaborator will provide statistics related to (impressions and clicks) generated by each post.

Failure to comply with these requirements, including omission of the codes, will be grounds for breach and/or termination of the Agreement.

The content must be original and unpublished. Previously used images or videos are not acceptable.

The Collaborator agrees not to delete the specified publications from their profiles and/or social channels for (at least one year) after publication, except in cases of force majeure or cessation of professional activity as outlined in this Agreement.

The Collaborator agrees to edit and republish the content up to (two times) if it fails to meet the conditions set forth in this agreement or negatively impacts the Client's image.

These services will be provided by the Collaborator as an independent contractor, not as an employee of the Company.

The Collaborator confirms their expertise in the services covered by this Agreement and that they do not subcontract third parties for the activities performed. The Collaborator has the necessary qualifications, training, production infrastructure, and equipment for their professional activities. The Collaborator is solely responsible for their work tools' use, maintenance, and custody.

2. Duration

This agreement will last for (Length of Contract) from the signing date, during which the Collaborator will adhere to the times and deadlines defined by the Company, including specific publication dates.

3. Specific Conditions for Service Provision

3.1 Place of Service

The Collaborator will provide services at the location specified by the Company.

3.2 Facilities and Media

The Collaborator has adequate materials to create content and fulfill their professional duties, and they are solely responsible for:

- Acquiring and maintaining hardware, software, and other electronic devices, including mobile phones.
- Contracting and maintaining telephone and internet services with sufficient capacity for the tasks outlined in this Agreement.

The Company may hire additional specialists to work alongside the Collaborator to complete the work outlined in this Agreement.

3.3 Working Hours

The Collaborator is an independent contractor, not an employee, and will not have a set work schedule. However, the Collaborator agrees to organize their time effectively to complete the work outlined in this Agreement.

4. Compensation

In exchange for services provided, the Company will pay the Collaborator (\$XXX).

Upon completion of the work, the Collaborator will submit an invoice detailing the services provided and the agreed compensation.

The invoice must comply with the minimum retention required by law (X%) and any applicable taxes (X%). After the Company verifies and approves the invoice, it will be paid within (30 days) from the receipt date via (bank transfer to the account specified by the Collaborator on the invoice).

5. Fiscal and Social Security Responsibilities

The Collaborator is responsible for complying with all fiscal, social security, and other legal and financial obligations in their country of origin or residence.

The Company agrees to:

- Withhold the legally required rate from each invoice.
- Remit the withheld amounts to the appropriate (Government or Regulatory Entity) based on the relevant tax models.
- Provide the Collaborator with the annual withholding certificate.

The Collaborator declares compliance with all legal obligations for their profession and is directly responsible for any civil, administrative, fiscal, labor, criminal, or other obligations. The Collaborator confirms they have the necessary authorizations to carry out their professional activities.

All expenses and taxes related to this Agreement will be borne by each Party according to applicable law.

6. Responsibility to Disclose Advertisements

The Collaborator agrees to inform consumers of the advertising actions in compliance with (Federal Trade Commission or applicable regulatory body) guidelines. The Collaborator must ensure compliance with legal requirements for advertising disclosures.

7. Confidentiality

The Collaborator agrees to maintain absolute confidentiality regarding the contracted services and any related Company information. This obligation remains indefinitely, even after the Agreement ends.

The Collaborator will not transfer, wholly or partially, temporarily or permanently, the rights and obligations derived from this Agreement, nor subcontract the services to any third party. Breach of this clause will be grounds for termination of this Agreement without judicial declaration.

The Collaborator will ensure the security of Company-provided data and information, preventing unauthorized access, storage, reproduction, or disclosure.

8. Intellectual and Industrial Property

The Company confirms ownership or rights/licenses to the intellectual and industrial property necessary to fulfill this Agreement.

The Collaborator grants the Company a non-exclusive, global, royalty-free license to use the intellectual property of the work performed under this Agreement, including rights of reproduction, distribution, transformation, and public communication for the duration provided by international laws and conventions.

The assigned rights include:

- A. Reproduction rights for any media, whether analog, digital, or other procedures.
- B. Distribution rights, including sale, rental, loan, or public availability.
- C. Public communication rights, allowing the public to access the work from any location and at any time.

9. Personal Data Protection

The Collaborator consents to their personal data being collected and processed in a digital file by the Company for developing, complying with, and controlling the legal relationship per current regulations.

The Collaborator also consents to the use of their data and image for promotional purposes related to the campaign, including online dissemination on websites, social networks, and other media.

The Collaborator may exercise their rights to access, rectify, cancel, or oppose the processing of their data by contacting the Company at the address provided in this Agreement.

The rights transfer of use is global and extends for the duration specified by the applicable legislation.

10. Termination of Agreement

Valid reasons for terminating this Agreement include:

- A. Withdrawal by the Collaborator with (15) days' notice.
- B. Company termination for just cause with (5) days' notice.
- C. Absence or abandonment by the Collaborator without notice or justification.

- D. Failure by the Collaborator to provide exclusive services unless permitted by the Company in writing.

11. Communications

The Parties will communicate via the methods specified below. Email will be the standard and valid method for all purposes.

Company Contact Information:

- Address: (Company Address)
- Email: (XXX@XXX.com)
- Phone: (XXX-XXX-XXX)

- Contact Person: (Contact Name)

Collaborator Contact Information:

- Address: (Collaborator Address)
- Email: (XXX@XXX.com)
- Phone: (XXX-XXX-XXX)

12. Conflict Resolution and Regulations

If any condition of this Agreement is declared invalid, it will not affect the validity of the remaining conditions. The Parties will replace the invalid condition with one as close as possible to the original intent.

For all matters not covered by this Agreement, the Parties are subject to (Applicable labor, commercial, consumer, or civil laws and codes).

The Parties submit to the jurisdiction of the courts of (Choice of Legal Jurisdiction) for any disputes arising from this Agreement.

Finally, for the record, the Parties sign two copies of this Agreement at the place and time indicated in the heading, endorsing each page.

Signed:

THE COLLABORATOR

Signed:

THE COMPANY