

BRAND REP AGREEMENT

This agreement is effective between [COMPANY NAME] (“Company”), a limited liability company [OR PROPER ENTITY] with a principal place of business at [ADDRESS] and [BRAND REP NAME] (“Brand Rep”), an individual with an address of [ADDRESS]. Company and Brand Rep are individually referred to as “Party” and collectively referred to as the “Parties.”

Company and Brand Rep agree to following terms:

1. CONTRACT PERIOD

The Brand Rep Agreement will exist for a period of [INSERT TERM, EXAMPLE: THREE (3) MONTHS] (“the Term”), beginning [DAY] day of [MONTH], [YEAR] and ending [DAY] day of [MONTH], [YEAR]. Company, within its full discretion, will notify Brand Rep within [NUMBER OF DAYS, EXAMPLE: FOURTEEN] days before the term ends if Brand Rep is eligible for a new Term.

2. COMPANY OBLIGATIONS

- a. Company will provide Brand Rep with a retail package (“Products”) at the beginning of the Term. Brand Rep may request certain pieces, but Company, in its full discretion, may send items more readily available.
- b. Company will provide necessary details regarding the Products in order for Brand Rep to provide accurate content.
- c. Company will answer any and all questions Brand Rep may have within [INSERT TIME SPAN, EXAMPLE: TWENTY-FOUR HOURS].
- d. [INCLUDE IF APPLICABLE] Company will provide Brand Rep with a free shipping code and/or discount code for Brand Rep to include in social media posts. Posting the code is not required, but the discount code is how Company tracks Brand Rep’s progress, which will be considered when determining whether to renew the Agreement for a new term. The discount code will only be valid throughout the duration of the Agreement.
- e. [INCLUDE IF APPLICABLE] Company will “tag” or otherwise acknowledge Brand Rep in all social media posts made with content provided by Brand Rep.

3. BRAND REP OBLIGATIONS

- a. Brand Rep will post [INSERT POSTING OBLIGATION, EXAMPLE: ONE (1) HIGH-QUALITY PHOTO EACH WEEK] throughout the duration of the Agreement to [LIST PLATFORM FOR POST(S), EXAMPLE: FACEBOOK AND INSTAGRAM]. See *Photography Requirements* below.
- b. Brand Rep will tag Company in both the photo and in the caption of the post.
- c. Brand Rep gives Company the right to use Brand Rep’s photos for its own use on Company’s social media accounts, websites, and all advertising materials.
- d. Brand Rep must represent Company in a positive light.

- e. Brand Rep, at the discretion of Company, may be allowed to guest post on Company's blog or social media accounts as a method of mutual promotion. See *Confidentiality* below.

4. PHOTOGRAPHY REQUIREMENTS [INCLUDE BELOW AS APPLICABLE]

- a. Photos do not have to be from a professional photographer, but the photos must be high-quality.
- b. Photos must not be blurry or grainy.
- c. Viewers must be able to clearly see the item and accurately depict what the item is (no distance photos).
- d. Brand Rep must wear the Company item in the photo. Flat lays will not count towards the one photo per week requirement.
- e. Required weekly photos must not be posted within two (2) days of each other. Additional photos may be posted at the discretion of Brand Rep.
- f. Photos must be emailed in their original form to [COMPANY EMAIL] for Company's use.

5. CONFIDENTIALITY

- a. Brand Rep may gain access to Company's confidential and proprietary information including, but not limited to, social media login information, business and financial information, business methods and practices, technologies and technological strategies, marketing strategies and other such information Company deems confidential.
- b. Brand Rep may not disclose this information to any other person unless required by law.
- c. Brand Rep may not use the information for any purpose other than the intended use.

6. INTELLECTUAL PROPERTY

- a. All intellectual property and related materials (the "Intellectual Property") , including any related work in progress that is developed or produced under this Agreement will be the sole property of the Company. The Brand Rep may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent from the Company. The Brand Rep will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
- b. The Company is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets,

know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "Intellectual Property Rights") therein. Brand Rep agrees that the Work Product is hereby deemed "work made for hire" as defined in 17 U.S.C. § 101 for the Company and all copyrights therein automatically and immediately vest in the Company. If, for any reason, any Work Product does not constitute "work made for hire," Brand Rep hereby irrevocably assign to the Company, for no additional consideration, your entire right, title, and interest throughout the world in and to such Work Product, including all Intellectual Property Rights therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.

7. INDEPENDENT CONTRACTOR STATUS

Brand Rep is an independent Contractor. In its capacity as an independent contractor, Brand Rep agrees and represents, and Company agrees, as follows:

- a. Brand Rep has the right to perform services for others during the term of this Agreement.
- b. Brand Rep has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- c. Brand Rep shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- d. Brand Rep shall provide its own equipment, resources, facilities, and supplies in performances of the services.
- e. The services required by this Agreement shall be performed by Brand Rep. Brand Rep shall not be required by the Company to devote full time to the performance of the services required by this Agreement.

8. EXPENSES

Brand Rep shall be responsible for all expenses incurred while performing services under this Agreement. This includes vehicle, travel, cell phone, fuel expenses and fines

9. REPRESENTATION AND WARRANTIES

- a. The Parties each represents that it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under this Agreement;
- b. Brand Rep represents it has the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- c. Brand Rep represents it shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;
- d. Brand Rep represents that the Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

- e. All Work Product is and shall be your original work (except for material in the public domain or provided by the Company and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

10. INDEMNIFICATION. BRAND REP SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY AND ITS AFFILIATES FROM AND AGAINST ANY CLAIMS, JUDGMENTS, DAMAGES, LIABILITIES, SETTLEMENTS, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS, ARISING FROM OR RELATING TO ANY BREACH BY Brand Rep OF ITS REPRESENTATION OR WARRANTIES.

11. ASSIGNMENT

Neither party may assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

12. SEVERABILITY

In the event that a court of competent jurisdiction holds a provision of this Agreement invalid, the remaining provisions will nonetheless be enforceable in accordance with their terms.

13. MODIFICATION OR WAIVER.

No purported amendment, modification or waiver of any portion of this Agreement will be binding unless set forth in a writing signed by both Parties (in the case of amendments and modifications) or by the Party to be charged thereby (in the case of waivers). Any waivers will be limited to the circumstance or events specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any reoccurrence of such circumstance or event.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE]. All Parties irrevocably consent to the personal jurisdiction of an exclusive venue in the courts of [STATE] in the county of [COUNTY NAME].

15. ENTIRE AGREEMENT

This Agreement, together with subsequent Scopes attached hereto, constitutes the entire agreement between the Parties relating to the Services and supersedes any and all prior and contemporaneous oral or written understandings between the Parties relating to the Services.

16. VIOLATIONS

Any violations of this Agreement will result in Brand Rep being responsible for the full retail value of the Products. An invoice will be sent to Brand Rep, which will be due upon receipt. If Brand Rep violates this Agreement, Brand Rep will not be eligible to apply to become a Brand Rep again.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY.

COMPANY:

Date

Printed Name: _____

Title: _____

BRAND REP:

Date

Printed Name: _____