

Important: Before using this template, go to File > Make a Copy and work with that new copy. This saves the template to your Google Drive and allows you to make changes.

Influencer Agreement Template

DISCLAIMER: *This contract template is provided for informational purposes only and does not constitute legal advice. The sample language is general in nature and may not be suitable for your specific business, jurisdiction, or use case. Laws and regulations vary by location. You should consult a qualified attorney to review, customize, or approve this contract before using it with clients.*

How to use this template

1. Replace all text inside brackets [] with your own information.
2. Review every section carefully and adjust language to match your services, pricing, and local laws.
3. Remove any sections that do not apply to your engagement.
4. Do not use this template without legal review, especially for high-value or long-term agreements.
5. Once finalized, provide the completed contract to your client for review and signature.

INFLUENCER AGREEMENT

This Agreement is entered into on [Effective Date], between:

Brand:

[Brand Legal Name]

[Brand Address]

Email: [Brand Email]

Phone: [Brand Phone]

Influencer:

[Influencer Legal Name]

[Influencer Address]

Email: [Influencer Email]

Phone: [Influencer Phone]

Social handles: [Platform + handle]

1. Scope of work and deliverables

The Influencer agrees to create sponsored content promoting the Brand's products or services.

Deliverables include:

- [Number] Instagram posts
- [Number] Instagram stories
- [Number] TikTok or Reels videos
- [Optional] Cross-posting to additional platforms

Content requirements:

- **Platforms:** [List platforms]
- **Posting window:** [Date range]
- **Caption requirements:** [Hashtags, links, disclosures]
- **Content style guidelines:** [Tone, branding rules, exclusions]

**Any deliverables not listed above are excluded from this agreement.*

2. FTC disclosure and compliance

The Influencer agrees to comply with all FTC and platform disclosure requirements.

Sponsored content must clearly include disclosures such as #ad or #sponsored.

Failure to disclose properly may result in withheld payment or termination.

3. Content approval and revisions

The Influencer will submit draft content for review at least [Number] days before posting.

The Brand is entitled to up to [Number] reasonable revision requests.

Additional revisions beyond this limit may incur additional fees.

If the Brand does not respond within [Number] business days, content will be considered approved.

4. Payment terms

Total compensation: [Amount or commission structure]

Payment structure:

Flat fee: [Amount]

OR

Performance-based: [Engagement, sales, affiliate link terms]

**Performance-based compensation is based solely on the tracked metrics defined above and does not guarantee minimum reach, impressions, engagement, or sales.*

Payment schedule:

[Deposit or upfront payment terms]

[Final payment timing]

Payment method: [ACH, PayPal, Stripe, etc.]

**Late payments may incur a [Percentage]% late fee per month.*

5. Usage rights and licensing

Unless otherwise stated, the Influencer retains ownership of all content created.

The Brand receives a non-exclusive, non-transferable license to use the content for: [Website, organic social, email, etc.]

License duration: [e.g., 6 months / 12 months / perpetual]

Paid advertising usage requires written permission and may require additional compensation.

**This license does not allow resale or third-party distribution.*

6. Exclusivity and conflicts

The Influencer agrees to not promote competing products in the category of [Category] for a period of [Number] days before and after posting.

Any existing brand conflicts must be disclosed before signing.

7. Termination

Either party may terminate this agreement with [Number] days written notice.

If terminated before posting, payment will be prorated based on work completed.

Breach of disclosure, missed deadlines, or material reputational harm caused directly by the Influencer's actions related to the campaign may result in immediate termination.

8. Confidentiality

Both parties agree to keep confidential any non-public business, campaign, or payment information.

This obligation survives termination for [Number] years.

9. Independent contractor relationship

The Influencer is an independent contractor and not an employee, partner, or agent of the Brand. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the parties.

10. Liability and indemnification

Each party is responsible for claims arising from their own actions.

Liability is limited to the total compensation paid under this agreement, except where prohibited by law.

11. Governing law

This Agreement is governed by the laws of [State / Country].

Disputes will be resolved in [Jurisdiction].

SIGNATURES

Brand:

[Brand Legal Name]

Signature: _____

Name:

Title:

Date:

Influencer:

[Influencer Legal Name]

Signature: _____

Name:

Date: