Creator Brand Deal

This Agreement ("**Agreement**") is entered into as of _____ ("**Start Date**") between _____ (Creator) and _____ (Brand or Company).

Creator and Company agree as follows:

1. What is the engagement? Company engages Creator and Creator agrees to provide the Services and create the Content to promote Company's Product or Services according to terms and conditions in Schedule 1.

2. What rights are granted? Unless limited in Schedule 1, Creator grants Company a fully paid and royalty-free, perpetual, irrevocable, fully transferable, non-exclusive worldwide unlimited right, and license to use the Content and to publicly display, distribute, sub-license, modify, and otherwise exploit the Content, in any and all media, channel, platform, or format now known or hereafter developed, in whole or in part and to use Creator's name, voice, portrait, photograph, or likeness or biography in any form, manner, or media, including distribution, advertising, marketing, publication, newsletters, social media, or any other lawful purpose.

3. How long is this Agreement? Unless this Agreement is terminated under Section 5 below, this Agreement runs from the Start Date until the last day on which Creator provides the Services.

4. What are the guidelines for the Services and Content? Creator agrees to perform the Services and create the Content in accordance with any general creative, editorial, aesthetic and technical requirements, design features and other guidelines and specifications provided by the Company ("**Guidelines**") as well as in compliance with all applicable federal, foreign, international, state/provincial/territorial, local or other laws, rules or regulations, and self-regulatory guidelines including without limitation, the Federal Trade Commission's Guidelines on Endorsements and Testimonials (collectively; "**Laws**") and all current rules of the relevant social media platforms used by Creator ("**Rules**").

5. Termination: Either Company or Creator may terminate this Agreement, by giving the other party 5 days written notice. On termination, Company will pay any outstanding Compensation for Services and Content previously delivered and following payment, neither Creator nor Company will have any further obligation to the other.

6. Important legal terms: Company and Creator ("**We", "Us**") agree to following legal terms: (a) this Agreement supersedes and replaces anything we have agreed to on this subject matter prior to the Start Date, (b) Creator is performing the Services and creating the Content as an independent contractor and this Agreement does not create any form of agency, joint venture or

partnership or employment relationship; (c) if Creator has a claim against the Company in relation to this Agreement, Creator will be limited to asking for money damage, expressly waives the right to ask for any form of injunctive relief and will not interfere with the exploitation of the Content by Company; (d) We can sign this Agreement using separate copies (counterparts), which when put together form the one document; (e) We agree to use digital signatures with time stamps to sign this Agreement and will consider them as binding on each of Us in the same way as if we had physically signed the Agreement; (f) if We make any changes to this Agreement, then those changes would only be valid and binding on Us, if we make them in writing and both sign that document; (g) if a court determines that any term or part of a term of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect; (h) We agree to keep this Agreement confidential but may share it with our professional advisors; (i) this Agreement is assignable by Company only and any assignment by Creator will be void, (j) this Agreement will be governed by and construed in accordance with the laws of the State of [Which state's laws will the govern the contract? (e.g., California)] [TT: Generally, this is the state where the first party does business.] without regard to conflict of laws principles and We agree to resolve any claim regarding this Agreement in the State of [Which state should any claim be filed? (e.g., California) TT. This is generally the same state as above.]; (k) any notices will be sent to each other via email to the address on the front page and will be effective on receipt; (l) waiver of one breach, is not waiver of any other breach, and (m) We will resolve any legal claims we have against each other by arbitration. The prevailing party shall be entitled to all Attorneys' Fees and Costs.

Company and Creator have each read this Agreement and understand and agree to its terms:

Creator	**Company**
_____	_____
[NAME, TITLE]	[NAME]
Date: _____	Date: _____

Schedule 1

This Schedule is an integral part of the Social Media Influencer Agreement dated _____ between _____ ("**Creator**") and _____ ("**Company**"):

1. **Company's Product(s)/Service(s):** The Company's Product(s) and/or Service(s) is best described as the following ("**Product**"):

2. **Term:** The Term of this Agreement will run from _____ through the last date on which Creator provides the Services.

3. **Services**: During the Term, the Creator will promote the Product as follows ("**Services**"):

   Q: Describe how Creator will promote the Company's Products and/or Services.

   (Tip): This should be as specific as possible. Explain the promotions, length, where they will appear, etc. (e.g., on air ads, graphic ads on Podcast's social channels etc. (Creator will create two (2) videos of no more than 30 seconds using the Product and post three times on their social media channels. Creator will wear the clothing designed for them by Company at a special event.)].

   Company will provide Creator with the guidelines, scripts, materials, and any other items that may be necessary to create the content for Creator's posts. Creator will have full creative consultation with Company to guide the final content and Company will have final approval over the Content prior to any posting.

   The Content will be posted on the following channels:

   [What specific Social Media Accounts will be used in this Agreement. If this does not apply, enter N/A (e.g., Instagram: @Creator, Twitter: @Creator, etc.)]

   Creator agrees to post to the Social Media Accounts on the following schedule:

   [Describe the posting schedule and/or number of postings to be made. (e.g., Three (3) posts per day during the term on Instagram and Twitter. Creator should post created Video to YouTube on 12/21/21. TT: It is important to be as specific as possible when describing the posting schedule.)

   In addition to the above, Creator shall also be required to do the following:

[Describe any additional obligations Creator has under this Agreement. (e.g., Creator shall deliver ten photos of themselves to Company for Company to post on their own social media accounts.)

Providing the Services on the agreed dates is an essential obligation under this Agreement.

4. **Exclusivity (Optional):** The Creator will not promote or advertise any other products and/or services that are similar or the same as the Product during the Term and for _____ after the Term.

Q. How long after the termination of this Agreement will the Producer be exclusive, if at all? (e.g., three (3) months, one (1) year. If this does not apply, N/A)] after the termination of this Agreement.

Tip. Many brands want some form of exclusivity in categories. It is in the Brands best interest to broaden this category. (Althetic wear into all Clothing). It can be in the Creators' best interest to limit this. Exclusivity should be an area of negotiation.

5. **Compensation:** Subject to Creator's full and complete performance of this Agreement, Company agrees to pay Creator the following:

a. **Fee:**, Company agrees to pay Creator the following:

Tip: Payment can come in may forms, all subject to negotiation. It can also be upfront (in Creators best interest) or over time on milestones (in Brands best interest).

b. **Other compensation:** Creator will also be entitled to the following additional compensation:

Tip: *Creators can negotiate additional payment, such as milestones for certain levels of engagement or if a post goes viral. This is known as bonus or contingent compensation.*

Many Creators receive product only.

Regardless there must be some form of payment to make the contract valid. This is known as "consideration". This could simply be that each party agrees to post on their social channels.

Creator must provide a W-9 for payment. Creator will be responsible for all taxes payable on the Compensation.

6. **Additional Terms:**

Tip: There are often terms very specific to each situation. They can be documented here.