

INFLUENCER COLLABORATION AGREEMENT TEMPLATE

Location: _____ Date: _____

Influencer Information:

Full Name: _____

Legal Business Name (if applicable): _____

Government ID / Tax ID No.: _____

Address: _____

Phone/Email: _____

Brand / Company Information:

Brand Name: _____

Legal Business Name: _____

Federal Tax ID No.: _____

Address: _____

Phone/Email: _____

Collaboration Details:

Scope of Work: _____

(Detailed description of content deliverables, platforms, timelines, and duties)

Compensation: _____ USD

Payment Terms: _____

Clause 1 – Engagement

The Brand hereby engages the Influencer, and the Influencer agrees to provide services in connection with the promotion of the Brand's products or services as outlined herein. The Influencer shall create content as specified and comply with all terms stated in this Agreement.

Clause 2 – Term

This Agreement shall commence upon execution and continue until all deliverables are submitted and approved, or until terminated pursuant to the terms herein.

Clause 3 – Deliverables

Influencer agrees to create and deliver the content described in the Scope of Work, including but not limited to images, videos, blog posts, social media posts, and other promotional materials specified by the Brand.

Clause 4 – Compensation

The Brand agrees to compensate the Influencer as described above. Payment shall be made within the timeframe and method specified in the Payment Terms. No additional compensation shall be owed unless agreed upon in writing.

Clause 5 – Ownership and License

Influencer grants the Brand a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, and display

the content created under this Agreement for marketing and promotional purposes. The Influencer retains ownership of the content unless otherwise agreed.

Clause 6 – Representations and Warranties

Influencer represents and warrants that all content provided will be original, not infringe any rights of third parties, comply with applicable laws, and will not contain any unlawful, defamatory, or inappropriate material.

Clause 7 – Disclosure and Compliance

Influencer agrees to comply with all applicable laws, regulations, and guidelines, including but not limited to the Federal Trade Commission (FTC) guidelines regarding endorsements and testimonials, ensuring proper disclosure of the Brand relationship in all promotional content.

Clause 8 – Confidentiality

Both parties agree to keep confidential any proprietary or non-public information shared during the course of this Agreement and not disclose it to any third party without prior written consent.

Clause 9 – Indemnification

Influencer agrees to indemnify, defend, and hold harmless the Brand and its affiliates from any claims, damages, liabilities, costs, or expenses arising out of or relating to any breach of this Agreement or the content provided.

Clause 10 – Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure such breach within fifteen (15) days of receipt of notice. Upon termination, all rights and obligations shall cease except those intended to survive termination.

Clause 11 – Independent Contractor

Influencer is an independent contractor and not an employee, agent, or partner of the Brand. Influencer shall be solely responsible for all taxes, withholdings, or other statutory or contractual obligations of any sort.

Clause 12 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Clause 13 – Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of this Agreement, even if advised of the possibility of such damages.

Clause 14 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to its subject matter.

Clause 15 – Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

Clause 16 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

Clause 17 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, or by certified mail, return receipt requested, to the addresses specified above or as otherwise designated in writing.

Clause 18 – Waiver

Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Clause 19 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures shall have the same force and effect as original signatures.

Clause 20 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, government orders, labor disputes, or pandemics.

INFLUENCER'S SIGNATURE

BRAND'S SIGNATURE

Signature: _____

Signature: _____

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