

SOCIAL MEDIA INFLUENCER AGREEMENT

Parties: _____

Influencer Information:

Full Legal Name: _____

Address: _____

Email / Phone: _____

Brand/Company Information:

Company Name: _____

Address: _____

Email / Phone: _____

Engagement Details:

Scope of Services: _____

Deliverables: _____

Platform(s) for Posts: _____

Number of Posts: _____ Stories: _____

Compensation:

Payment Amount (USD): _____

Payment Terms and Schedule: _____

Term and Termination:

This Agreement commences upon execution by both parties and continues until the completion of all deliverables or until terminated by either party with written notice. Termination does not relieve either party of obligations incurred prior to termination.

Content Ownership and Usage Rights:

Influencer grants Brand a worldwide, royalty-free, perpetual license to use, reproduce, distribute, and display the content created under this Agreement across Brand's marketing channels. Influencer retains ownership of original content but agrees not to use the content for competing brands during the term and for 6 months thereafter.

Confidentiality:

Both parties agree to keep confidential all non-public information obtained in connection with this Agreement and to not disclose such information to any third party without prior written consent, except as required by law.

Compliance with Laws and Platform Policies:

Influencer agrees to comply with all applicable laws, regulations, and social media platform policies, including but not

limited to FTC guidelines on endorsements and disclosures. All posts must clearly disclose the nature of the relationship with Brand.

Indemnification:

Influencer agrees to indemnify, defend, and hold harmless Brand and its affiliates from any claims, damages, liabilities, costs, or expenses arising out of Influencer's breach of this Agreement, violation of law, or infringement of third-party rights.

Limitation of Liability:

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable for indirect, incidental, special, consequential, or punitive damages arising out of this Agreement.

Independent Contractor Relationship:

Influencer is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

Governing Law and Jurisdiction:

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

Entire Agreement and Amendments:

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings. Amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified to the extent necessary to be enforceable or severed, and the remaining provisions shall remain in full force and effect.

Waiver:

No waiver of any breach or default shall constitute a waiver of any other or subsequent breach or default.

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 and the same instrument. Electronic signatures shall be deemed valid and binding.

INFLUENCER'S SIGNATURE

BRAND'S SIGNATURE

Signature: _____

Signature: _____

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