

Influencer Contract Template

Black X Verified - Free Template

This template is structured around the six Black X Verified commitments: clear scope, fair pay terms, defined usage rights, bounded exclusivity, FTC-compliant disclosure, and a written kill fee. Replace every [bracketed field] before signing. Not legal advice; have counsel review.

1. Parties

This Influencer Services Agreement ("Agreement") is entered into on [DATE] between [BRAND LEGAL NAME], a [STATE] [ENTITY TYPE] ("Brand"), and [CREATOR LEGAL NAME] ("Creator"), an independent contractor.

2. Scope of Work

Creator will produce and publish the following deliverables: [LIST: e.g., 1x in-feed Instagram Reel (30-60s), 3x Instagram Stories with link sticker, 1x TikTok video (30-60s)]. Platforms: [LIST]. Required tags/mentions: @[BRAND HANDLE]. Required hashtags: #[CAMPAIGN] #ad. Posting window: [START] to [END].

3. Compensation & Payment Terms

Brand will pay Creator a flat fee of \$[AMOUNT] USD. Payment schedule: 50% upon signing, 50% Net 30 from invoice date following final post. Invoices paid via [METHOD]. Late payments accrue 1.5%/month. Brand is responsible for all transaction fees.

4. Content Usage Rights

Creator grants Brand a non-exclusive, [GEOGRAPHY] license to repost the deliverables on Brand's owned organic social channels for [DURATION] from first post. Paid media (whitelisting, dark posts, ads): [INCLUDED / NOT INCLUDED]. If included, the license covers [PLATFORMS] for [DURATION] and Brand pays an additional \$[AMOUNT]. All rights not expressly granted are reserved by Creator.

5. Ownership

Creator retains full ownership of the deliverables and all underlying material. Nothing in this Agreement transfers copyright. Brand may not edit, alter, or re-cut the deliverables without Creator's written approval.

6. Exclusivity

During the campaign window and for [DURATION] after final post, Creator will not promote a directly competing product in the [CATEGORY] category. Exclusivity does not apply to non-competing categories or organic, unpaid mentions.

7. Approvals & Revisions

Brand has [N] business days to review each draft. Creator will provide up to [N] rounds of revisions per deliverable. If Brand does not respond within the review window, the draft is deemed approved.

8. FTC Disclosure

Creator will comply with FTC Endorsement Guides and the platform's native disclosure tools (e.g., Paid Partnership label). Required disclosure: "#ad" or "#sponsored" placed clearly within the first three lines of caption or first three seconds of video. Failure to disclose is a material breach.

9. Term & Termination

This Agreement begins on the date signed and ends when all deliverables are accepted and final payment is received. Either party may terminate for material breach with [N] days' written notice and an opportunity to cure.

10. Kill Fee

If Brand terminates after Creator has begun work but before final delivery, Brand will pay a kill fee equal to [PERCENTAGE] of the total fee, plus any out-of-pocket expenses already incurred.

11. Independent Contractor

Creator is an independent contractor, not an employee. Creator controls how the work is produced and is responsible for all taxes, insurance, and benefits.

12. Confidentiality

Each party will keep the other's non-public business information confidential during the term and for [DURATION] after.

13. Indemnification

Each party will indemnify the other for third-party claims arising from its own breach, negligence, or willful misconduct. Creator's total liability is capped at fees paid under this Agreement.

14. Governing Law

This Agreement is governed by the laws of [STATE]. Disputes will be resolved in the state or federal courts of [COUNTY], [STATE].

15. Entire Agreement

This Agreement is the complete agreement between the parties and supersedes all prior discussions. Amendments must be in writing and signed by both parties.

Signatures

Brand: _____ Date: _____

Print name & title: _____

Creator: _____ Date: _____

Print name: _____

Black X is not a law firm and this template is not legal advice. Have qualified counsel review before signing. Learn more at blackx.app/verified.