

# INFLUENCER CONTRACT

## I. Parties

This Influencer Contract Agreement (“Agreement”) is made between \_\_\_\_\_ (“Client”) with a business address at \_\_\_\_\_ and \_\_\_\_\_ (“Influencer”), with a business address at \_\_\_\_\_.

NOW, THEREFORE, taking into account the mutual agreements contained herein, the Parties agree to the following arrangements:

## II. Payment and Services

The Influencer agrees to perform the following services (“Services”):

\_\_\_\_\_ and the Client agrees to pay for them the following rates  
\_\_\_\_\_.

WHEREAS the Client desires to increase the sales of its brand through entering an Agreement where the Influencer will promote different products in social media outlets or advertisements.

The Client should pay at the completion of the Services performed and the Influencer should submit an invoice in order to get paid. This invoice should include an invoice number, the dates covered by the invoice and a summary of the services provided.

The Services must be performed before \_\_\_\_\_, 20\_\_.

## III. Promotion

Client and Influencer have agreed that Influencer will make the promotion in the next platforms:

- \_\_\_\_\_
- \_\_\_\_\_

The Parties agree the next types of promotion:

- \_\_\_ Stories per [day/month].
- \_\_\_ Posts per [day/month].

All promotion must be approved first by the Client.

#### **IV. Term**

In consideration of the mutual terms and conditions, the Agreement will be effective since \_\_\_\_\_, 20\_\_ . Either the Client or the Influencer may terminate this Agreement, with reasonable cause, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

After 30 days of the term, either party may, without cause, terminate this Agreement by giving 30 days written notice to the other.

If any of the previous provisions are happening, this Agreement will end on \_\_\_\_, \_\_\_\_\_, 20\_\_.

#### **V. Expenses**

The Client will be responsible for all expenses, including supplies, equipment that Influencer will show in the promotions, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes or others. The Client shall pay the Influencer within 30 days after receipt of each statement.

#### **VI. Intellectual Property Rights**

The Influencer acknowledges that during the performance of the Services it will be necessary for the Client to disclose certain confidential and proprietary information to the Influencer in order to perform duties under this Agreement. Accordingly, the Influencer will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client that could irreparably harm him or her.

Proprietary or confidential information includes:

Written, printed, graphic, or electronically recorded materials furnished by the Client for the Influencer to use

Any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or any information that the Client makes reasonable efforts to maintain the secrecy of

Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information

Information belonging to customers and suppliers of the Client about whom the Influencer gained knowledge as a result of the Influencer's services to the Client, and  
Other: \_\_\_\_\_.

## **VII. Confidentiality**

After performing the services, or at the Client's request, the Influencer shall deliver to the Client all materials in the Influencer's possession relating to the Client's business. Any Confidential Information that the Influencer accesses or develops in connection with the services shall be subject to the terms and conditions of this clause.

The Influencer agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Client, and not to use any Confidential Information for any purpose except as required in the performance of the services. You shall notify the Client immediately in the event you become aware of any loss or disclosure of any Confidential Information.

## **VIII. Relationship to the Parties**

In its capacity as an independent contractor, the Influencer agrees and represents, and the Client agrees, as follows:

The Influencer has the right to perform services for other clients during the term of this Agreement. The Influencer has the sole right to control and direct the means, manners, and methods to follow in order to perform the Services properly.

The Influencer has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement. The Client shall not hire, supervise, or pay any assistants to help the Influencer

The Client shall not give any training in the professional skills necessary to properly perform the Services to the Influencer or the Influencer's employees or contract personnel.

Neither the Influencer nor the Influencer's employees or contract personnel shall be required by the Client to devote full time to the performance of the services required by this Agreement.

## **IX. Governing Law**

This Agreement shall be governed under the laws in the State of \_\_\_\_\_.

**X. Additional Terms and Conditions**

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**XI. Entire Agreement**

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

**Influencer**

**COMPANY/CLIENT**

\_\_\_\_\_  
Influencer (Print Name)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signature of Influencer

\_\_\_\_\_