

Influencer Agreement Worksheet

General Information

1. Parties Involved:

- What is the full legal name of the company?
- What is the full legal name of the influencer?
- What is the contact information for the company?
- What is the contact information for the influencer?
- Is the influencer represented by an agency or other party?
 - i. If so, is the agreement between the influencer and the company or the agency and the company? (i.e. is the agency promising to induce the influencer to take action?)

2. Campaign Details:

- What is the name of the campaign or project?
- What are the start and end dates of the campaign?
- What is the territory of the campaign?
- Who is the intended audience of the campaign? Does the campaign target children (>13 years of age)?

Scope of Work

3. Deliverables:

- What specific content does the company expect the influencer to create (e.g., Instagram posts, YouTube videos, blog posts)? Will the company be creating any content?
- How many pieces of content are required?
- Are there any specific guidelines or themes the content should follow?
- Will the company be providing any materials for the influencer?
- Is there a script? Who provides, who approves and with what process?
- Will creation of the content require production days or any additional services?
- Are there specific formatting requirements for the content?
- May content be shared with third parties? If so, for what purposes?
- Will the parties be reporting on engagement or other metrics?

4. Platforms:

- On which social media platforms will the influencer post the content, if any?
- On which social media platforms will the company post the content, if any?
- How long does the influencer have to keep the content posted?
- How long is the company permitted to post or otherwise distribute the content?
- Are there any specific hashtags, tags, or mentions that must be included?

5. SAG-AFTRA:

- Is the influencer a member of SAG-AFTRA or other unions?

Compensation

6. Payment Terms:

- What is the total compensation for the influencer?
- How will the payment be structured (e.g., upfront, milestone-based, upon completion)? Is there a payment schedule?
- What is the payment method (e.g., bank transfer, PayPal)?

- Is there any opportunity for refund?
- What happens to the payment in case of termination?
- What happens to the payment in case of cancellation?

7. Additional Benefits:

- Are there any additional benefits or perks provided to the influencer (e.g., free products, travel expenses)?
- If products are provided, are there any restrictions on how product is used or how it is shown?

Content Rights and Usage

8. Ownership:

- Who will own the rights to the content created by the influencer?
- Who will own the rights to the content created by the company?
- Will the influencer be allowed to use the content for their own purposes?
- Will the company be allowed to use the content for their own purposes? If so, what purposes?
- Who will own any content created pursuant to the agreement?

9. Exclusivity:

- Is the influencer required to work exclusively with your brand during the campaign?
- Are there any competitors the influencer is prohibited from working with during and after the campaign?

10. Influencer Name and Likeness:

- Is the company permitted to use the influencer's name or likeness? If so, for what purpose? If so, is there any restraint or limitation on Company's right to do so?

Approval and Revisions

11. Approval Process:

- What is the process for content approval before it is posted?
- How many rounds of revisions are allowed?
- Are there any delivery dates for content approval?
- Who has final approval?
- What are the reasons for which a piece of content might not be approved?
- Is there a limit to the rounds of editing or number of versions to be reviewed for any individual piece of content?
- How will content for approval be delivered? Where will it be delivered? In what format?
- May company edit content without approval by the influencer? If so, what is the permitted scope of such changes?
- May the influencer edit content without approval by company? If so, what is the permitted scope of such changes?
- What is the approval schedule? Is there a time limit for approvals? What happens if the parties miss a deadline?

Confidentiality and Non-Disclosure

12. Confidentiality:

- Are there any specific confidentiality requirements the influencer must adhere to?

- Are there any specific confidentiality requirements the company must adhere to?
- How long should the confidentiality obligations last?
- Are there any terms in particular that are to remain confidential?
- What are the parties' obligations to any confidential materials in the event of agreement termination or cancellation?

13. Press Release:

- Are the parties permitted to publish a press release? Does one party have permission to proceed without the other party in such publication?

Compliance and Legal Requirements

14. Compliance:

- Has the company provided FTC guidelines to the influencer? If not, will they?
- Are there any specific disclaimers or disclosures that must be included in the content?

15. Morals:

- Are there any prohibited activities or statements for the influencer?

Termination and Cancellation

16. Termination:

- Under what circumstances can the agreement be terminated by either party?
- What is the notice period for termination?
- Is there a cure period?
- Do the parties want to consider any make-goods?
- What are the consequences of termination, if any?

Miscellaneous Provisions

18. Dispute Resolution:

- How will disputes be resolved (e.g., mediation, arbitration, court)?
- What is the governing law for the agreement?

19. Force Majeure:

- Are there any specific force majeure clauses to consider (e.g., natural disasters, pandemics)?

20. Amendments:

- Can the agreement be amended?
- How can the agreement be amended or modified?

21. Notice:

- What is the address at which the influencer can be provided with notice, including the name and position of the correct representative?
- What is the address at which the agency, if any, can be provided with notice, including the name and position of the correct representative?
- What is the address at which the company, if any, can be provided with notice, including the name and position of the correct representative?

22. Choice of Law:

- In case of dispute, which laws govern the agreement?
- In case of dispute, to which venue will the parties agree?

23. Relief:

- Do the parties want to contract for injunctive or equitable relief?

- Do the parties want to contract for the right to seek recover of monetary damages?

24. Assignment:

- May the agreement be assigned by either party? If so, are there any requirements (like written permission) a party must satisfy in order to proceed?