**Influencer Contract**

Prepared for:

**[Client Name]**

Prepared by:

**[Influencer Name]**



**Influencer Contract**

This Influencer Contract (hereinafter referred to as the "Contract") is entered into and shall be effective as on [Date]

By and Between

[Client Name] (hereinafter referred to as the “Client”), having its principal place of business at [Address], and;

[Influencer Name] (hereinafter referred to as the “Influencer”), residing at [Address].

The Client and the Influencer are collectively referred to as the "Parties" and individually as "Party".

WHEREAS the Client desires to promote its brand [Brand Name] and increase sales through various social media outlets and requires an Influencer to provide the aforesaid services

AND WHEREAS, the Influencer who has [Number of followers] on Instagram is a well known [Content Creator/Blogger/Fashion Influencer/Or any other influencer] and agrees to render the services to the Client

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, the Parties do hereby agree as follows.

**Terms and Conditions**

**1. Project Description**

The Client is in the business of [Mention the business type] and agrees to hire the Influencer herein the Contract to promote its brand content. The Influencer shall provide all the necessary services to the Client as per the terms and conditions of this Contract.

**2. Influencer's Obligations**

The Influencers responsibility is to perform the following duties as mutually agreed by both the Parties:

* [Promote brand content]
* [Engage the audience on social media]
* [Generate content for the brand]
* [Add more responsibilities of the influencer]

**3. Client's Obligations**

During the term of this Contract, the Client hereby agrees to provide all the necessary details to the Influencer in order to perform the services.

**4. Scope of Work**

The Influencer hereby agrees to perform the following services on the social media platforms:

|  |  |
| --- | --- |
| **Description** | **Number of posts per day** |
| [Content regarding the brand] | [1] |
| [Promotional content] | [2] |
| [Content on discount offers] | [3] |
| [Add more such descriptions] | [1] |

During the term of this Contract, the Influencer shall require [Free sample products/necessary hashtags/add other requirements] for rendering the services to the Client.

**5. Payment**

The following are the payment details for marketing strategies implemented on social media outlets:

|  |  |
| --- | --- |
| **Description** | **Amount** |
| [Instagram Posts] | $[0.00] |
| [Facebook Posts] | $[0.00] |
| [Twitter Posts] | $[0.00] |
| [Blogs/Articles] | $[0.00] |
| [Add more such descriptions] | $[0.00] |
| **Total** | **$[0.00]** |

The Influencer shall charge a total amount of $[0.00] for rendering the services to the Client. Upon the completion of the services, if the payments are not made within [Number of Days], the Influencer shall have the option to consider the Client in breach of this Contract and claim a late penalty of $[0.00]. The mode of payment shall be [Cash/cheque/credit card] or any other payment mode as mutually agreed by the Parties.

**6. Term**

This Contract shall start on the [Date] and shall continue until the termination or completion of the services, which is [Mention event completion date].

**7. Termination**

This Contract may be terminated by either Party as follows:

* Upon [Number of Days] days prior written notice to the other Party, from the event completion date, with or without cause
* Upon the breach of any terms and conditions mentioned herein the Contract
* Upon completion of the services by the Influencer and full payment by the Client.

**8. Confidentiality**

The Parties to this Contract agree that each shall treat private information such as strategies, PR and campaign and content plans, that may be provided by either Party during the term of this Contract strictly confidential. All such confidential information exchanged between the Parties, shall be used solely for the purposes of rendering services pursuant to this Contract and, shall not be disclosed to any third party without the prior written consent of either party.

**9. Limitation of Liability**

Neither Party shall be liable to the other for any indirect, special, or consequential damages arising out of this Contract.

**10. Exclusivity**

The Influencer shall provide the services exclusively for the Client and will not take up any other projects throughout the term of this Contract.

**11. Grant of Rights**

The Client grants the following rights to the Influencer:

* The right to use and publish the Client's [Content/photographs] for marketing purposes;
* The right to perform the services publicly;
* [Add other rights];

**12. Relationship of Parties**

Nothing contained in this Contract shall be taken to establish any partnership, joint venture, or employment relationship. It is hereby understood and agreed that the Influencer is an independent contractor.

**13. Indemnification**

The Parties each agree to indemnify and hold harmless against any losses, claims, damages, penalties, liabilities, punitive damages, expenses, reasonable legal fees of whatsoever kind or amount, which result from the negligence or breach of this Contract by the indemnifying party, that occurs in connection with this Contract. This section remains in full force and effect even after the termination of the Contract.

**14. Intellectual Property Rights**

The Client has full ownership of all the copyrights to the services provided for the Client's brand upon completion of payment to the Influencer. The Influencer will have limited rights to the content during the term of this Contract, after the full and final payment is made and may use such content only upon express written consent of the Client or as mentioned herein the Contract.

**15. Arbitration**

In the event of any dispute arising in and out of this Contract between the Parties, it shall be resolved by Arbitration. There shall be [Number of Arbitrators] which shall be appointed by [Party(s) Name]. The place of Arbitration shall be [Venue of Arbitration] and Seat shall be [State]. The Arbitrators’ decision shall be final and will be binding upon both Parties.

**16. Miscellaneous**

1. **Assignability**: Neither Party may assign this Contract or the rights and obligations thereunder to any third Party without the prior express written approval of the other Party which shall not be unreasonably withheld.
2. **Notices**: Any notice required to be given to the Influencer shall be delivered by certified mail, personal delivery, or overnight delivery paid for by the Client.
3. **Force Majeure:** Neither Party shall be liable for any failure in performance of the obligation under this Contract due to cause beyond that Party's reasonable control (including and not limited to any pandemic, fire, strike, act or order of public authority, and other acts of God) during the pendency of such event.
4. **Modification:** No modification of this Contract shall be made unless in writing, signed by both Parties.
5. **Severability**: If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, all other terms will remain in full force and effect, until the contract termination.
6. **Governing Law and Jurisdiction**: This Contract shall be governed following the laws of the [State/Court/Region]. If the disputes are not resolved by arbitration, it shall be resolved by litigation in the courts of the [State/Court/Region], including the federal courts therein. The Parties consent to the jurisdiction of such courts and agree to accept service of process by mail and hereby waive any jurisdictional or venue defenses otherwise available to it.
7. **Legal and Binding Contract:** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding in the [State/Court/Region]. The Parties each represent that they have the authority to enter into this Contract.
8. **Entire Contract:** This Contract constitutes the entire understanding of the Parties, and revokes and supersedes all prior contracts between the Parties, and is intended as a final expression of their Contract. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Contract. This Contract shall take precedence over any other documents which may conflict with this Contract.

**Acceptance and Signature**

The Parties signing this Contract represent and warrant that they are duly authorized and have the legal capacity to execute and deliver this Contract.

**[Client Name]**

**[Influencer Name]**

**Signature**

Assign signer 1

**Name**

Assign signer 1

**Date**

Assign signer 1

**Signature**

Assign signer 2

**Name**

Assign signer 2

**Date**

Assign signer 2

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