

Influencer Contract Template

| *This template is designed to give you an idea of how to structure an influencer contract. It is not complete and is not intended to be legal advice. All campaigns should be evaluated on a case-by-case basis by a professional for legal compliance.* |
| --- |

## Introduction

This contract was signed on (Month, Date, Year) in (Place).

The parties to this contract are as follows:

1. (Name of Brand/Agency Representative), of legal age, with ID number (Number), representing (Brand/Agency Name), located at (Address) and with fiscal ID (Number), hereinafter referred to as “the Company.”
2. (Name of Influencer), of legal age, with ID number (Number), acting in their name and representing themself, hereinafter referred to as “the Collaborator.”

Together, the Company and the Collaborator will be referred to as the “Parties.”

## Acknowledgment

The Parties acknowledge that they have sufficient legal capacity to enter into this **CONTRACT FOR SERVICES** and will comply with its requirements.

1. (Brand/Agency) is a business dedicated to (Description of Brand/Agency), and wants to contract the services of the Collaborator( in its name / in the name of its client,) (Client Brand Name), hereinafter referred to as “the Client.”
2. The Collaborator is interested in performing these services in agreement with the activities that the Company outlines in Clause 1 of this contract.

Both Parties wish to enter into this Contract and agree to the terms of the following clauses.

## 1. Provision of professional services

Both Parties agree that the Collaborator will provide their services as a social media influencer to the Company, and specifically the following services:

* **Event assistance**: XXXXX event at (Place) and (Time)
* **Publications**:
	+ (X posts/videos) on (Social Network), which cannot be deleted from the profile until after X months from the date of publication
	+ (Other Post Requirements)
* **Publications must include**:
	+ Mention @(XXXXX)
	+ Use of hashtags: #(XXXXX) and #(XXXXX)
	+ UTM link that redirects web traffic: (XXXXX), (XXXXX), (XXXXX)
	+ Discount code (XXXXX), previously provided by the Company
	+ Disclosure methods: (#ad, paid partnership feature, etc.)
* **Statistics**: the Collaborator will provide the statistics related to the (impressions and clicks) generated by each post

Failure to follow these publication requirements, including failure to include the codes stated above, will be cause for breach and/or termination of the Contract.

The posted content must be new and unpublished. Images or videos used by the Collaborator in the past are not valid.

The Collaborator agrees to not delete the aforementioned publications from their profiles and/or social channels for (at least one year) after publications, unless due to force majeure or abandonment of the professional activity that motivates this Contract.

The Collaborator agrees to edit and republish the publications a maximum of (two times) if they do not fulfill the conditions set forth in this contract and/or if they negatively affect the Client’s image.

These services will be provided by the Collaborator as an independent professional, in a non-labor relationship. The Collaborator will not be an employee of the Company at any time.

The Collaborator has proven experience in the activity covered by this Contract and states that they do not subcontract third parties, in whole or in part, for the activity they perform. The Collaborator has the necessary qualifications and training, the production infrastructure, and the equipment needed to develop their professional and economic activity. The Collaborator will be solely responsible for the use, conservation, and custody of their work instruments.

## 2. Duration

This contract will have a duration of (Length of Contract) from the date of the signing of the contract, within which the Collaborator will adhere to the times and deadlines defined by the Company, such as the specific date of publications.

## 3. Specific conditions for the provision of services

### 3.1 Place of provision of services

The Collaborator will provide their services in the place indicated by the Company.

### 3.2 Facilities and media

The Collaborator has adequate and sufficient material means to create content and fulfill the rest of their professional duties. Therefore, they will be solely responsible for:

* The acquisition and maintenance of hardware, software, and any other electronic devices, including mobile phones.
* The hiring and maintenance of telephone and internet service with sufficient capacity for the development of the work outlined in this Contract.

The Company may, at its sole discretion, contract the services of other specialists so that, working alongside the Collaborator, they carry out the work outlined in this Contract.

### 3.3. Working time

The Collaborator will not be an employee of the Company, and will therefore not have a pre-established work schedule. However, the Collaborator agrees to organize themself and dedicate the necessary time to complete the work outlined in this Contract.

## 4. Compensation

In exchange for the provision of their services, the Company agrees to pay the Collaborator monetary compensation in the amount of ($XXX).

Once the outlined work is finished, the Collaborator will prepare and deliver an invoice to the Company. This invoice must include the details of the services provided and the compensation amount pursuant to what’s been agreed to in this Contract.

The invoice should fulfill the minimum retention required by law (X%) and any corresponding value-added or sales tax (X%). After the Company verifies and approves the invoice, it will pay the invoice within (30 days) from the date of receipt, by (bank transfer to) (the number provided by the Collaborator on the invoice).

## 5. Fiscal and social security responsibilities

The Collaborator is responsible to comply with all fiscal, social security, or other legal and financial obligations in force in their country of origin or the country where they hold legal residency status.

The Company agrees to:

* Retain the rate that legally corresponds to the amount of each invoice sent by the Collaborator.
* Make the payment of previous withholdings to the (Government or Regulatory Entity), based on the corresponding tax models.
* Deliver the Collaborator the corresponding annual withholdings certificate.

The Collaborator declares that they meet all legal obligations for the development of their profession that are in effect in their country, being directly responsible for any civil, administrative, fiscal, labor, criminal, or other obligations. The Collaborator expressly declares that they have the necessary authorizations to carry out their professional activity.

All expenses and taxes of this Contract will be borne by each of the Parties in accordance with applicable law.

## 6. Responsibility to disclose advertisements

The Collaborator agrees to comply with their obligations to inform the consumer of the advertising actions being carried out, in accordance with the guidelines set forth in the (Federal Trade Commission or other applicable regulatory bodies). As the one who prepares and publishes the collaboration content, the Collaborator must ensure compliance with the legal requirements for the disclosure of advertising and any other applicable laws

## 7. Confidentiality

The Collaborator agrees to maintain absolute confidentiality regarding the performance of the contracted services and the results thereof, as well as any information related to the Company’s business. The Collaborator will not use such information for their own benefit or for the benefit of any other person or entity, and they will not disclose this information to any person or entity. This obligation of confidentiality binds the Collaborator indefinitely, even when the provision of services subject to this Contract ceases.

The Collaborator agrees not to disseminate any content to which they have access as a result of this collaboration to any channel, media, journalist, blogger, or any other information intermediary.

The Collaborator may not transfer, totally or partially, temporarily or definitively, the rights and obligations derived from this Contract, nor may they partially or totally execute the services contracted by a third party or legal entity. An offense to the foregoing will be cause for termination of this Contract, without need for judicial declaration.

The Collaborator shall ensure the security of the data and information made available to them by the Company, which includes preventing third parties from accessing said information, storing it, reproducing it by any means, or making it public, except when required by current legislation or court order.

## 8. Intellectual and industrial property

The Company declares that it is the owner and/or has the rights and/or licenses to the intellectual and industrial property necessary for the fulfillment of the obligations laid out in this Contract.

The Collaborator gives the Company the right to use the intellectual property of the work performed under this contract, particularly the rights of reproduction, distribution, transformation in any of its forms, and public communication of said work. These rights will be non-exclusive, granted for a global territorial scope, and will last for the duration provided by international laws and conventions related to intellectual property.

The aforementioned rights will be assigned in all their forms, especially those detailed below:

1. The right of reproduction includes the total or partial reproduction of graphics, sound, video, audiovisual, or any other form of media, whether said reproduction is carried out by analog, digital or other procedures.
2. The right of distribution includes the sale, rental, loan, or any other form of making the work available to the public.
3. The right of public communication includes the communication of the work to the public by wired or wireless means, so that members of the public can access said work from the place and time of their choosing. This also includes access of any form to the work when incorporated into a database, even if said database is not protected by copyright.

## 9. Personal data protection

For the purposes of regulations related to the Protection of Personal Data, the Collaborator states that they have been informed that the personal data and other information collected in this Contract may be incorporated and processed in a digital file. The Company is responsible for this file and is the recipient of it, and the purpose of said file is the development, compliance, and control of the legal relationship in accordance with current legislation.

Likewise, the Collaborator grants their express content to have their personal data incorporated and processed by the person responsible for the file, for the purposes of monitoring compliance with current regulations.

Finally, the Collaborator also authorizes the Company to communicate their personal data concerning the legal relationship between the Parties in any commercial operation in which the Company finds itself involved.

The data and image of the Collaborator may be processed by the (Company) in order to prepare promotional material related to the products marketed in this collaboration. It may be displayed in any type of communication and/or marketing support and used to carry out different commercial and/or advertising actions or sent out to third parties by mail.

Likewise, the image may be disseminated for commercial purposes online, which includes websites, YouTube, video platforms, and on the different social networks where the Company/Client has a presence (Instagram, Facebook, Twitter, TikTok, Linked In, etc.). The image may also be disseminated in the press, television, radio, or any other medium.

The promotional documentation prepared by the Collaborator may be displayed to clients and/or potential clients of the Company/Client, as well as when the Company or third parties promote the products marketed in the campaign. The Collaborator expressly consents to the processing of and transfer of their data and image for the purposes indicated above and for the recipients which have been mentioned, as well as for their subsequent commercial, promotional, or advertising use by the Client.

This authorization covers the transfer of the use of the Collaborator’s image in accordance with the provisions of Organic Law 1/1982 on the protection of the right to honor, privacy, and your own image, without it being understood as an illegitimate interference in the right to the owner’s own image.

The Collaborator may at any time exercise their right of access, rectification, cancellation, and opposition to the processing of their data. To exercise these rights, they can contact the Company at the address indicated at the beginning or end of this document.

The transfer of rights of use made under this contract is made for the entire geographical world. The duration of the assignment of the existing rights of use of the content will be from the signing of this Contract and will extend for the entire duration of the rights of use, in accordance with the provisions of the legislation in force at any time.

## 10. Termination of contract

Valid causes for termination of the Contract will be all those that are expressly included in the regulations applicable to it, particularly the following:

1. Withdrawal of the Collaborator, with prior notice of (15) calendar days to the Company, as provided in the second clause of this Contract.
2. Will of the Company for just cause, with (5) days prior notice to the Collaborator.
3. Will of the Company in case of absence or abandonment of the Collaborator from the place of execution of the contracted services without prior notice to the Company and without proving a justified cause of absence.
4. Failure by the Collaborator to exclusively provide their professional services for the Company, unless acting with the express and written consent of the Company’s management body, as stipulated by the sixth clause of this Contract.

## 11. Communications between the parties

The Parties can communicate using the methods specified below. (Email) will be the normal and valid system of communication for all purposes.

### Company contact information

* **Address**: (Address of Company)
* **Email**: (XXX@XXX.com)
* **Phone number**: (XXX-XXX-XXX)
* **Contact person**: (Name of Contact)

### Collaborator contact information

* **Address**: (Address of Collaborator)
* **Email**: (XXX@XXX.com)
* **Phone number**: (XXX-XXX-XXX)

## 12. Conflict resolution and regulations

In the event that any condition of this Contract or part of it is declared invalid, this circumstance will not affect the validity of the remaining conditions of the Contract. In such a case, the Parties mutually agree that they will replace the invalid condition with another as close as possible to what the parties initially intended.

For everything not established in this Contract, the Parties are subject to the provisions of (Applicable labor, commercial, consumer, or civil laws and codes), as well as any other not mentioned above but which specifically applies.

The Parties submit to the jurisdiction of the courts of (Choice of Legal Jurisdiction) for all matters arising out of this Contract.

Finally, for the record, the Parties sign two copies of this Contract to one sole effect at the place and time indicated in the heading, endorsing each and every page.

**Signed: Signed:**

**THE COLLABORATOR THE COMPANY**