

# CONTENT CREATOR AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **PARTIES:**

This Agreement is made by and between:

Company / Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

## **CONTENT CREATOR:**

Full Name / Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Info (Phone/Email): \_\_\_\_\_

## **RECITALS:**

WHEREAS, the Client desires to engage the Content Creator to produce and deliver content as specified herein; and  
WHEREAS, the Content Creator agrees to produce and deliver such content under the terms and conditions set forth in this Agreement.

## **1. SERVICES:**

The Content Creator agrees to create, produce, and deliver content (including but not limited to videos, photos, text, graphics) as requested by the Client according to specifications, schedules, and guidelines mutually agreed upon.

## **2. DELIVERABLES AND SCHEDULE:**

The Content Creator shall deliver the final content by agreed deadlines. If timeline adjustments are necessary, both parties agree to communicate promptly and in good faith.

## **3. COMPENSATION:**

Client agrees to pay the Content Creator the agreed fee, which shall be specified in writing prior to commencement. Payments shall be made according to the agreed payment schedule and method.

## **4. INTELLECTUAL PROPERTY RIGHTS:**

Unless otherwise agreed in writing, all content created under this Agreement shall be considered 'work made for hire' and the Client shall own all rights, title, and interest therein. The Content Creator hereby irrevocably assigns all rights, including copyrights, to the Client. The Content Creator retains the right to display the work in portfolios or for self-promotion unless otherwise restricted.

## **5. CONFIDENTIALITY:**

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the course of this Agreement and not to disclose such information to any third party without prior written consent except as required by law.

**6. WARRANTIES AND REPRESENTATIONS:**

The Content Creator warrants that all content produced is original, does not infringe any third-party rights, and is not defamatory or unlawful. The Client represents that they have the right to request the creation of such content and that it does not violate any laws.

**7. INDEMNIFICATION:**

Each party agrees to indemnify, defend, and hold harmless the other from any claims, damages, liabilities, costs, and expenses arising from breaches of this Agreement, negligence, or willful misconduct.

**8. TERMINATION:**

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure within a reasonable time. Termination shall not relieve either party of any obligations incurred prior to termination.

**9. INDEPENDENT CONTRACTOR STATUS:**

The Content Creator performs all services as an independent contractor, not as an employee, agent, or partner of the Client. Nothing herein shall be construed to create any joint venture, partnership, or agency relationship.

**10. LIMITATION OF LIABILITY:**

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, whether in contract, tort, or otherwise, even if advised of the possibility of such damages.

**11. GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_, without regard to principles of conflicts of law. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**12. SEVERABILITY:**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

**13. ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior agreements, representations, and understandings, whether oral or written. No amendment shall be effective unless in writing and signed by both parties.

**14. NOTICES:**

All notices under this Agreement shall be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or electronic means with confirmation to the addresses provided by the parties herein or to such other address as either party may designate by notice.

**15. WAIVER:**

No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. Failure to enforce any provision shall not constitute a waiver.

**16. COUNTERPARTS; ELECTRONIC SIGNATURES:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically, including by PDF or email, shall be deemed original signatures.

**CONTENT CREATOR SIGNATURE**

**CLIENT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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