

INSTAGRAM INFLUENCER AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Brand/Company Name: _____

Brand Contact Name: _____

Brand Contact Email/Phone: _____

INFLUENCER INFORMATION:

Influencer Full Name: _____

Instagram Handle (@): _____

Email/Phone: _____

AGREEMENT DETAILS:

Campaign/Product Description: _____

Deliverables (e.g., posts, stories): _____

Posting Schedule / Deadlines: _____

PAYMENT TERMS:

Compensation Amount (USD): _____ USD

Payment Method: _____

Payment Schedule: _____

1. Engagement and Services

Influencer agrees to create and publish the agreed-upon content related to the Brand's products or services on their Instagram account as specified in this Agreement. The content shall be original, comply with Instagram policies, and meet Brand's reasonable quality standards.

2. Content Approval

All content must be submitted to Brand for approval at least 5 business days prior to the scheduled posting date. Brand shall provide feedback or approval within 3 business days of submission. Influencer shall not post content without Brand's prior written approval.

3. Disclosure and Compliance

Influencer shall comply with all applicable laws, regulations, and guidelines, including but not limited to the Federal Trade Commission (FTC) guidelines regarding endorsements and testimonials. All posts must include clear and conspicuous disclosures of the material connection with Brand using hashtags such as #ad or #sponsored.

4. Exclusivity

During the term of this Agreement and for a period of 30 days thereafter, Influencer shall not promote or endorse any competing products or services that directly compete with Brand's products covered by this Agreement.

5. Intellectual Property

Brand grants Influencer a limited, non-exclusive, revocable license to use Brand's trademarks, logos, and materials

solely in connection with the campaign. Influencer grants Brand a perpetual, worldwide, royalty-free license to use, reproduce, and display the sponsored content for marketing, advertising, and promotional purposes.

6. Confidentiality

Influencer agrees to keep all Brand's confidential information, including campaign details, compensation, and proprietary information, strictly confidential and shall not disclose it to any third party without Brand's prior written consent.

7. Term and Termination

This Agreement shall commence on the Effective Date and continue until completion of the deliverables or termination by either party upon 10 days written notice. Brand may terminate immediately if Influencer breaches any material term or engages in conduct that may harm Brand's reputation.

8. Representations and Warranties

Influencer represents and warrants that all content is original, does not infringe upon any third-party rights, is truthful, and complies with all applicable laws. Influencer shall indemnify and hold Brand harmless from any claims arising from Influencer's breach of this warranty.

9. Limitation of Liability

Neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement. Brand's total liability shall not exceed the compensation paid to Influencer under this Agreement.

10. Independent Contractor

Influencer is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee, partnership, or joint venture relationship. Influencer is solely responsible for all taxes, insurance, and benefits arising from compensation.

11. Governing Law and Venue

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

12. Entire Agreement; Amendments

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings. Any amendments or modifications must be in writing and signed by both parties.

13. 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 of receipt, to the addresses provided herein.

14. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond reasonable control, including but not limited to acts of God, government actions, natural disasters, or internet disruptions.

15. Severability

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

16. Waiver

The failure of either party to enforce any provision shall not constitute a waiver of future enforcement of that or any

other provision.

17. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be signed electronically, with the same legal effect as an original signature.

18. Indemnification

Influencer shall indemnify, defend, and hold harmless Brand and its affiliates from any claims, damages, losses, or expenses arising from Influencer's breach of this Agreement or violation of law.

19. No Assignment

Neither party may assign or transfer this Agreement without prior written consent of the other party.

20. Publicity

Neither party shall use the other's name, logo, or trademarks in any public statement or advertising without prior written approval.

BRAND / COMPANY AUTHORIZED SIGNATURE

INFLUENCER SIGNATURE

Signature: _____

Signature: _____

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