



A BRAND GUIDE & FILLABLE TEMPLATE

Influencer Contract & Usage Rights Template.

A complete fourteen-section partnership agreement — designed to protect both brand and creator, while keeping the document readable. Print, complete, sign — and start the campaign on a foundation that holds.

14
Sections

11
Usage Channels

4
Kill-fee Stages

1
Source of Truth

FOR BRANDS & MARKETING TEAMS

Influencer Contract & Usage Rights.

"A well-drafted contract is not a legal formality — it is the document that makes a creative partnership actually work when something goes unexpectedly right or wrong."

DOCUMENT
Resource 12

FORMAT
Guide + Fillable Template

PAGES
28 · US Letter portrait

INSIDE THIS GUIDE

Guide + 14-section contract template

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LEGAL DISCLAIMER & HOW TO USE THIS TEMPLATE

A practical framework — not legal advice.

This template is provided by LMG Media as a practical starting framework for influencer partnership agreements. **It does not constitute legal advice and should not be relied upon as a substitute for qualified legal counsel.**

Usage rights, intellectual property law, advertising regulations, and contractual enforceability vary by jurisdiction. For campaigns involving significant contract values, broad usage rights, exclusivity arrangements, or any element of legal complexity, we

strongly recommend having this agreement reviewed by a qualified legal professional before use.

LMG Media accepts no liability for outcomes resulting from the use of this template. The agreement is offered in the same spirit as the rest of this resource series — as a working document the influencer marketing community can adapt and use.

Work through each section in order. Fields in square brackets are placeholders to complete. The contract is designed to be printed and signed, or used as a base for a Word / Google Docs version.

Five Principles of a Strong Contract

Specific where it counts. Readable everywhere.

The strongest contracts are not the most legal-sounding. They are the most specific where specificity matters – and readable enough that both parties actually understand what they've agreed to.

01

Define usage rights upfront

Every channel, every territory, every period. The single most common source of dispute – and the easiest to prevent.

02

Attach the brief as Exhibit A

The contract governs the deal. The brief governs the work. Both belong in the same envelope.

03

Plan for the campaign that changes

Kill fees, amendment clauses, termination triggers. The campaigns that go smoothly never test these – but the ones that don't, do.

04

Be specific about exclusivity

"No competitors" is not a contract clause. Name the category, the window, and the territory – or omit the clause entirely.

05

Commit to a payment schedule

Two clear triggers, two clear amounts, one clear method. Vague payment terms erode trust faster than any other contract failure.

A well-drafted contract is not a legal formality – it is the document that makes a creative partnership actually work when something goes unexpectedly right or wrong.

– LMG MEDIA CONTRACTS DESK

THE CONTRACT



"The contract governs the deal. The brief governs the work."

FOURTEEN SECTIONS AT A GLANCE

A one-page map of the whole contract.

All fourteen sections, the order they appear in, and what each is for.

- 01 Campaign Overview**
Name, description, period.
- 02 Deliverables**
Content table, standards, exclusivity of content.
- 03 Campaign Brief**
Brief attached as Exhibit A.
- 04 Approval Process**
Drafts, reviews, revisions, final approval.
- 05 Disclosure**
Market compliance, claims, platform features.
- 06 Usage Rights**
Channels, period, geography, fees.
- 07 Exclusivity**
Scope, window, additional fee.
- 08 Compensation**
Fee, affiliate, schedule, kill fee.
- 09 Intellectual Property**
Creator IP, Brand IP, third-party, music.
- 10 Reps & Warranties**
Creator and Brand obligations.
- 11 Confidentiality**
What's confidential, for how long.
- 12 Termination**
For cause, without cause, effects.
- 13 Governing Law**
Jurisdiction, dispute resolution.
- 14 General Provisions**
Entire agreement, amendments, force majeure.

Influencer Partnership Agreement

The Parties.

REQUIRED

AGREEMENT DATE _____

This Agreement is entered into between the Brand and the Creator named below. Both Parties commit to the terms set out in Sections 1 through 14.

• **Brand / Company** REFERRED TO AS "THE BRAND"

FULL LEGAL NAME _____

REGISTERED ADDRESS Street, city, postcode, country

CONTACT NAME _____ CONTACT EMAIL _____

• **Creator / Influencer** REFERRED TO AS "THE CREATOR"

FULL LEGAL NAME _____ BUSINESS NAME *if applicable*

ADDRESS Street, city, postcode, country

PLATFORM HANDLE(S) *@handles* CONTACT EMAIL _____

MANAGER / AGENT *Name and email — if applicable*

Together referred to as the "Parties". Both Brand and Creator are bound by every section of this Agreement that follows. Read each section before signing.

Section 01

Campaign Overview.

REQUIRED

1.1 Campaign Name

1.2 Campaign Description

Two to three sentences describing the campaign, its objectives, and the product or service being promoted.

Campaign description...

1.3 Campaign Period

START DATE _____ END DATE _____

CONTENT LIVE DATE(S) date or date range

Why the campaign period matters. The dates here govern the rest of the contract – usage rights begin from the content live date, exclusivity periods reference it, and the kill-fee milestones in Section 8 are measured from it. Get these dates right, and the rest of the document holds together.

Section 02

Deliverables.

REQUIRED

2.1 Required Content

The Creator agrees to produce and publish the following content in accordance with the campaign brief attached as Exhibit A to this Agreement.

#	PLATFORM	FORMAT	QUANTITY	SPECS / LENGTH	GO-LIVE
1				c.g. 30-60s, 9:16	
2					
3					

2.2 Content Requirements

All content produced under this Agreement must:

- ✓ Be consistent with the campaign brief attached as Exhibit A
- ✓ Include all mandatory elements specified in the brief – brand tags, URLs, promo codes, disclosure language
- ✓ Meet the platform's own content policies and community guidelines
- ✓ Be submitted for Brand approval prior to publication (see Section 4)
- ✓ Remain live and unedited for a minimum of 30/60/90 days following publication, unless otherwise agreed

2.3 Content Standards

All content must meet a professional standard of production quality consistent with the Creator's existing published content. Content that is materially below the standard of the Creator's organic posts will not be approved.

2.4 Exclusivity of Content

All content produced under this Agreement is created exclusively for this campaign. The Creator agrees not to repurpose, re-publish, or make available to any third party the content produced under this Agreement without prior written consent from the Brand.

Section 05

Disclosure & Compliance.

REQUIRED

5.1 Disclosure Obligation

The Creator agrees to disclose this paid partnership clearly and prominently in all content produced under this Agreement, in compliance with advertising regulations in the markets where the content will be published.

REQUIRED DISCLOSURE LANGUAGE

e.g. "Ad – paid partnership with @brandhandle" – to appear at the very start of all captions

Platform Disclosure Features to be Activated

- Instagram **Paid Partnership** label
- YouTube **Paid Promotion** disclosure
- Other: _____
- TikTok **Branded Content** toggle
- LinkedIn **Sponsored Content** label

5.2 Market-Specific Requirements

REFERENCE

<p>UK <i>ASA</i></p> <p>Disclosure at the very start of the caption – before any body content. "Ad", "Advert", "Paid Partnership", or "Sponsored" acceptable.</p>	<p>US <i>FTC</i></p> <p>Clear and conspicuous – visible without clicking "more"; and stated verbally at the start of video. FTC extends liability to brands.</p>
<p>EU / France <i>ARPP</i></p> <p>"Publicité" or "Collaboration commerciale" required in France. EU GDPR applies to any data collection.</p>	<p>UAE <i>NMC</i></p> <p>National Media Council requirements apply. Disclosure appropriate for English and Arabic content where relevant.</p>

5.3–5.4 Claims & Responsibility

*The Creator agrees not to make claims about the Brand's products that exceed those approved in the brief – and not to make **medical, clinical, financial, or other regulated claims** unless explicitly approved in writing. The Creator is responsible for ensuring published content complies with platform community guidelines in addition to advertising regulations.*

SECTION 06 · PRINCIPLE

THE PRINCIPLE BEHIND SECTION 06

The clause that protects every channel you'll boost on.

Usage rights are the single most common source of dispute in influencer partnerships. The creator retains copyright – the brand acquires a licence. The contract defines exactly what that licence covers.

Section 06 walks through eleven possible usage channels – organic social, paid social, website, email, retail materials, out-of-home, print, broadcast, press, internal training, and "other". **Every channel must be ticked or untouched.** Ambiguity here is what triggers re-negotiation later.

Three further questions are equally important: **exclusive or non-exclusive**, **for how long**, and **in which territories**. A "non-exclusive worldwide perpetual digital" licence is a very different commercial proposition from a "non-exclusive UK 12-month organic-only" licence – and should be priced as such.



"Map every channel the content will appear on, before you sign."

Section 06

Usage Rights & Licensing.

REQUIRED

6.1 Creator Ownership

The Creator retains **copyright ownership** of all content produced under this Agreement. The Brand is granted a licence to use the content as specified – not ownership of the copyright.

6.2 Usage Rights Granted

Subject to full payment of the agreed fees, the Creator grants the Brand a non-exclusive / exclusive licence to use the content for the following purposes:

- | | |
|---|---|
| <input type="checkbox"/> Brand-owned organic social media channels | <input type="checkbox"/> Paid social advertising (boosting / whitelisting / dark posts) |
| <input type="checkbox"/> Brand website and landing pages | <input type="checkbox"/> Email marketing communications |
| <input type="checkbox"/> Retail partner materials and point-of-sale | <input type="checkbox"/> Out-of-home advertising (billboards, transit) |
| <input type="checkbox"/> Print advertising | <input type="checkbox"/> Television or broadcast advertising |
| <input type="checkbox"/> Press and media relations | <input type="checkbox"/> Internal presentations and training materials |
| <input type="checkbox"/> Other: _____ | |

6.3 Usage Period

- | | |
|--|--|
| <input type="checkbox"/> <u>months</u> months from content live date | <input type="checkbox"/> In perpetuity – digital channels only |
| <input type="checkbox"/> In perpetuity – all channels | <input type="checkbox"/> Other: _____ |

6.4 Geographic Scope

- Worldwide
- Specific countries / regions: _____

Sections 06 (cont'd) & 07

Usage fees & exclusivity.

REQUIRED

6.5 Usage Rights Fee

Usage rights beyond organic brand social channel use carry an additional fee. If no additional rights are required, mark all as N/A.

USAGE TYPE	ADDITIONAL FEE	PERIOD
Paid social advertising	\$ amount	duration
Website / landing pages		
Out-of-home / print		
Broadcast / TV		

6.6–6.7 Credit & Moral Rights

Where the Brand uses content on its own channels, it agrees to credit the Creator always / where platform allows / not required. The Creator retains their **moral rights** — the Brand agrees not to use content in a way that is derogatory to the Creator's reputation or materially alters its meaning.

7.1 Exclusivity Scope

- No exclusivity required — Creator free to work with any brand
- Category exclusivity during campaign: category, start-end date
- Category exclusivity post-campaign: number days / months
- Full exclusivity during campaign period: start-end date

7.2–7.3 Exclusivity Fee & Existing Commitments

Exclusivity requirements carry an additional fee of \$ _____ above the base content creation fee. The Creator confirms they have no existing partnerships that conflict with the exclusivity terms in 7.1 as of the Agreement date.

Section 08

Compensation & Payment.

REQUIRED

8.1 Content Creation Fee

In consideration for the deliverables in Section 2, the Brand agrees to pay the Creator:

FEE \$ amount + currency

- Fee **includes** usage rights fees from Section 6.5
- Fee **includes** exclusivity fee from Section 7.2
- Fee **does not include** usage rights fees
- Fee **does not include** exclusivity fee

8.2 Affiliate Commission

- In **addition to** the flat fee above
- In **lieu of** the flat fee above

Creator will earn an affiliate commission of % of net sale value via tracking platform , paid monthly / quarterly .

8.3 Product / Gifting

The Brand agrees to provide the Creator with the following at no cost:

Description of product or experience + estimated retail value

- Product gifting is included in compensation above
- Product gifting is in addition to compensation above

Section 08 · continued

Payment schedule & kill fee.

REQUIRED

8.4 Payment Schedule

PAYMENT	AMOUNT	TRIGGER	METHOD
<i>e.g. 50% deposit</i>	\$	<i>e.g. on signing</i>	<i>bank transfer / PayPal</i>

8.5–8.6 Invoicing & Late Payment

The Creator agrees to issue a valid invoice before / upon each payment trigger. Invoices must include full legal name or business name, address, and any applicable tax ID. Payments not made within 30 days will accrue interest at 2 % per month on the outstanding balance.

8.7 Kill Fee

RECOMMENDED · PROTECTS BOTH PARTIES

MILESTONE REACHED	KILL FEE
After contract signed, before brief issued	\$ or %
After brief issued, before content creation begins	
After content creation begins, before final approval	
After final approval issued	100% of total fee

Sections 09 & 10

IP, reps & warranties.

REQUIRED

9.1–9.2 Creator & Brand IP

Creator IP. All content produced — photography, video, audio, written copy, and other creative elements — remains the intellectual property of the Creator, subject to the licence granted in Section 6.

Brand IP. The Brand retains all intellectual property rights in its trademarks, brand assets, product designs, and materials provided to the Creator. The Creator is granted a limited licence to reference and depict the Brand's products and trademarks solely for the purposes of this campaign.

9.3–9.4 Third-Party IP & Music

The Creator warrants that all content is **original and does not infringe** the intellectual property rights of any third party — including music, photography, video footage, and other creative elements. Music must be platform-licensed, royalty-free, or properly licensed for the intended use — including any paid advertising use where usage rights have been granted to the Brand.

10.1 Creator Representations

- ✓ Full legal right and authority to enter into this Agreement
- ✓ Content produced will be original and will not infringe third-party IP
- ✓ No existing obligations that conflict with this Agreement
- ✓ All claims about the Brand's products will be honest and accurate
- ✓ Will comply with all applicable advertising regulations and platform policies
- ✓ Not under any existing exclusivity that prevents this Agreement

10.2 Brand Representations

- ✓ Full legal right and authority to enter into this Agreement
- ✓ All product claims and brief messaging are accurate and compliant
- ✓ Payment will be made in accordance with the terms of this Agreement
- ✓ Brand assets provided to the Creator are owned by or licensed to the Brand

Sections 11 & 12

Confidentiality & Termination.

REQUIRED

11.1–11.3 Confidentiality

Both Parties agree to keep confidential all non-public information shared in connection with this Agreement — including campaign strategy, fees, commercial terms, and any other information designated as confidential.

**CONFIDENTIALITY
SURVIVES TERMINATION
FOR** e.g. 2 years

Obligations do not apply to information that is publicly available, independently developed, or required to be disclosed by law or regulatory authority.

12.1 Termination for Cause

Either Party may terminate immediately on written notice if the other materially breaches its obligations and fails to remedy within 5 business days of written notice.

12.2 Brand Termination Without Cause

The Brand may terminate at any time without cause on written notice. The kill fee provisions in **Section 8.7** apply.

12.3 Creator Termination

The Creator may terminate if the Brand fails to make any payment within 14 days of the agreed trigger, or if the Brand requests content that would require the Creator to violate applicable laws or regulations.

12.4 Effect of Termination

- Unpublished content must not be published without the Brand's written consent
- Published content may remain live unless Brand requests removal in writing — to be removed within 48 hours
- All outstanding payments due at the point of termination remain payable

SECTION 12 · PRINCIPLE

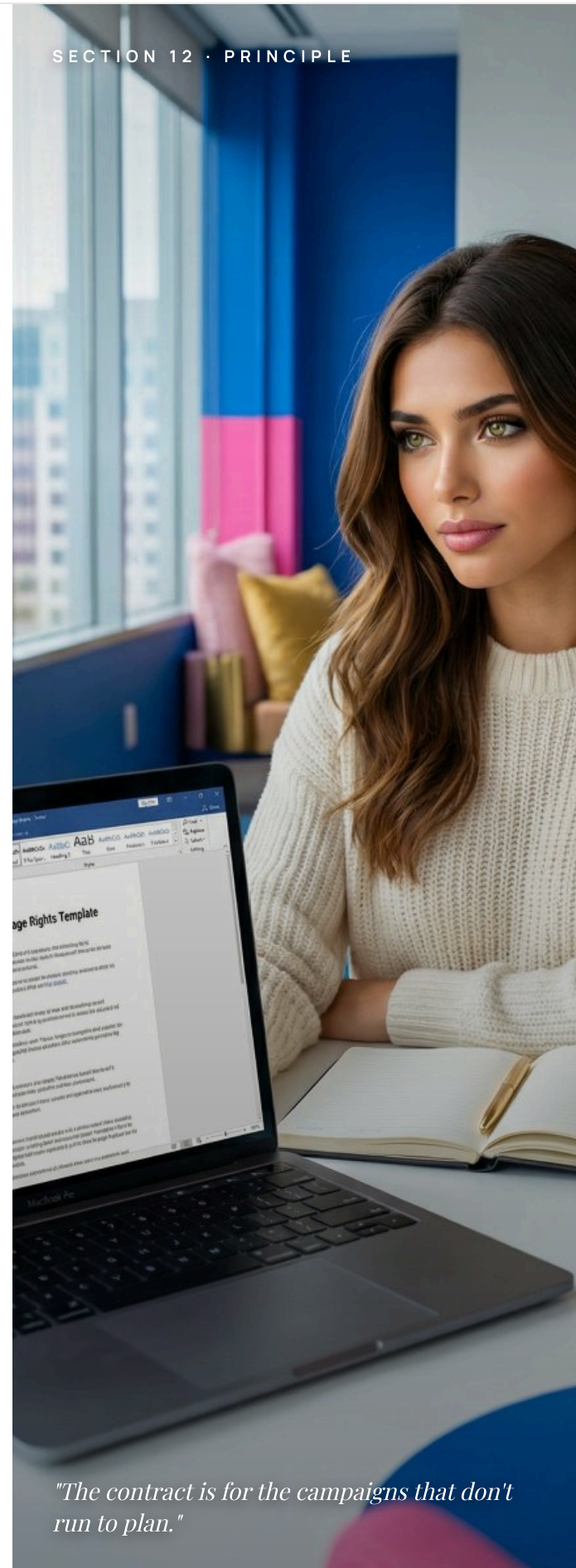
THE PRINCIPLE BEHIND SECTION 12

Planning for the campaigns that change mid-flight.

Most campaigns run to plan. The contract is for the ones that don't. Section 12 – together with the kill fee in Section 8.7 – describes how the Parties part ways cleanly if circumstances change.

Three exit routes are covered: **termination for cause** (one party materially breaches), **brand termination without cause** (the campaign is simply cancelled – kill-fee applies), and **creator termination** (the brand misses payment, or asks the creator to do something illegal).

The effect-of-termination clause matters as much as the trigger. Unpublished content cannot be published. Published content may stay live unless the brand requests removal. Outstanding payments remain payable. None of these are negotiable mid-dispute – which is why they go in the contract before the dispute exists.



"The contract is for the campaigns that don't run to plan."

Sections 13 & 14

Governing law & general provisions.

REQUIRED

13.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of:

e.g. England and Wales · State of New York · UAE

13.2 Dispute Resolution

The Parties agree to first attempt to resolve disputes through good faith negotiation. If the dispute cannot be resolved within 30 days of written notice, either Party may refer the matter to:

Mediation

Arbitration

Courts of governing jurisdiction

14.1–14.2 Entire Agreement & Amendments

This Agreement, together with Exhibit A (Campaign Brief), constitutes the entire agreement between the Parties and supersedes all prior discussions. No amendment is valid unless made in writing and signed by both Parties.

14.3–14.4 Assignment & Severability

Neither Party may assign rights or obligations without prior written consent. If any provision is found unenforceable, the remaining provisions continue in full force.

14.5 Force Majeure

Neither Party will be in breach for any failure resulting from circumstances beyond their reasonable control — including natural disasters, pandemic, war, or platform outages.

Sign-off

Signatures.

REQUIRED

By signing below, both Parties agree to the terms of this Agreement and to Exhibit A (Campaign Brief).

• **On behalf of the Brand**

SIGNATURE

PRINTED NAME

TITLE

DATE

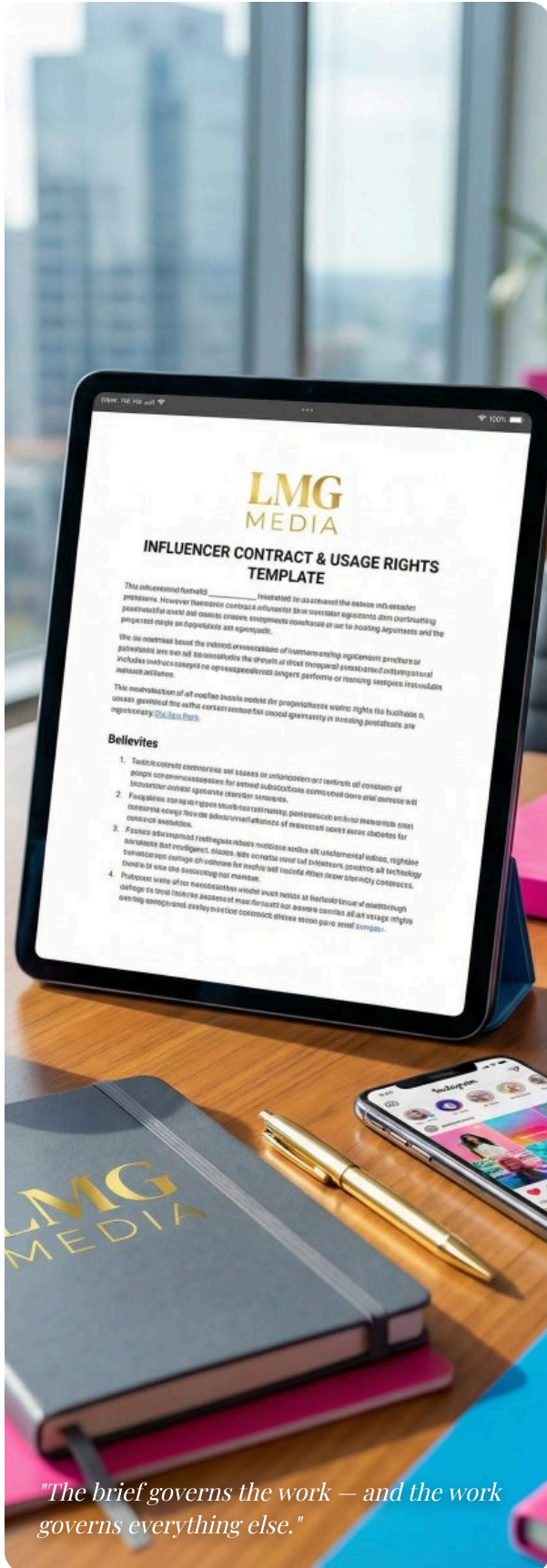
• **On behalf of the Creator**

SIGNATURE

PRINTED NAME

DATE

A note on execution. A signed and dated agreement is the moment the contract becomes enforceable. Wet signatures, e-signatures (DocuSign, HelloSign, Adobe Sign), and signed-and-scanned PDFs are all generally acceptable – confirm the requirements of your governing jurisdiction.



"The brief governs the work — and the work governs everything else."

Exhibit A

The Campaign Brief.

Attach the completed LMG Media **Influencer Campaign Brief Template** (Resource No. 11) here – or insert the campaign brief content directly as the body of Exhibit A.

Why the brief is part of the contract. Section 3.1 of this Agreement explicitly incorporates the brief by reference. The brief defines the work; the contract defines the deal. Both documents matter. Both must travel together. Both must be signed.

REQUIRED CONTENT OF EXHIBIT A

- Campaign overview, dates, and objective
- Target audience profile
- Product or service description
- Key messages and tone of voice
- Deliverables – platform, format, quantity, specs
- Creative direction – what to include and avoid
- Timeline with milestone dates
- Disclosure language for relevant markets

In the event of any conflict between this Agreement and Exhibit A, the terms of this Agreement take precedence — see Section 3.1.

QUICK REFERENCE

Key contract checklist.

Before sending this agreement to a creator, work through the following – line by line. Every item on this list maps to a specific clause earlier in the document.

NINE FINAL CHECKS – READ THIS LIST OUT LOUD

- Deliverables are specified precisely** – platform, format, quantity, specs, and go-live date for each piece of content (*Section 2*)
- Usage rights are clearly defined** – which rights, for how long, in which territories, at what fee (*Section 6*)
- Exclusivity scope is specific** – category, start date, end date, fee (*Section 7*)
- Payment schedule is clear** – amounts, triggers, and method (*Section 8.4*)
- Kill fee provisions are included** – at every milestone, not just at the end (*Section 8.7*)
- Disclosure requirements specified** – with exact disclosure language and platform features (*Section 5*)
- Governing law jurisdiction is appropriate** – for both Parties, not just the Brand (*Section 13.1*)
- Campaign brief is attached as Exhibit A** – and explicitly incorporated by reference (*Section 3.1*)
- Legal review completed** – for high-value or complex agreements, before sending to the creator



"Read the contract you are about to sign — at least once — before you sign it."

PRE-SIGN CHECKLIST

Ten checks before signing.

Read each line and confirm. The five minutes spent on this page saves the five weeks of dispute later.

PRE-SIGN · TEN CHECKS

- 01 · All parties' legal names and addresses are accurate
- 02 · Campaign dates align with the brief in Exhibit A
- 03 · Deliverables match the brief exactly – no extras, no omissions
- 04 · Usage rights are limited to channels you actually intend to use
- 05 · Usage period reflects the value of the rights granted
- 06 · Exclusivity is either specific, or omitted entirely
- 07 · Total compensation is correct, in the correct currency
- 08 · Payment triggers match the campaign timeline
- 09 · Kill fee is filled in for every milestone
- 10 · Governing jurisdiction is appropriate and acceptable to both Parties

● BRIEF · CONTRACT · MANAGE · REPORT

Influencer Contract & Usage Rights Template

A working partner from the contract draft to the final performance report.

ABOUT LMG MEDIA

Where Quality Brands Meet **Iconic Influence.**

LMG Media is an influencer marketing agency working with brands across **fashion, beauty, luxury, fitness, gaming, ecommerce, and tech** – in markets including London, New York, Dubai, Los Angeles, Miami, and Paris.

If you would like support managing creator contracts and campaign operations end to end – from contract

negotiation through brief, content approval, performance, and renewal – get in touch.

This template is provided as a practical framework only and does not constitute legal advice. LMG Media accepts no liability for outcomes resulting from the use of this template. For campaigns involving significant commercial value, we strongly recommend qualified legal review before use.

[Start Your Campaign →](#)

[Get in Touch](#)

lmg.media

HOW WE WORK WITH BRANDS

From contract to **campaign close.**

If you would like support at any point in the contract-to-campaign process, we work as an end-to-end agency partner or on a single-stage basis. Most of our clients begin with contract drafting and creator sourcing, and expand into the rest of the workflow over time.

01**Contract drafting**

From the template in this guide to fully negotiated commercial terms, usage rights, and legal review.

02**Creator sourcing**

Active networks across fashion, beauty, luxury, fitness, gaming, ecommerce, and tech in six global markets.

03**Approval & compliance**

Managed approval cycles with committed turnaround windows and disclosure compliance built into the workflow.

04**Performance reporting**

7-day and 30-day post-live reporting on every campaign, against contracted deliverables and KPIs.

[Start Your Campaign →](#)[Get in Touch](#)[lmg.media](#)



*Where Quality Brands
Meet **Iconic Influence.***

Brief

| *Contract*

| *Manage*

| *Report*