20 Terms and Conditions to Include in Your Influencer Agreement

Compliance and Ethics

Employment and Labor

Sports and Entertainment

An influencer contract is a newer type of agreement that companies can use to promote their products through social media. Although new, it does share many of the core characteristics of a business contract. Make sure these 20 terms are included before inking the deal with the latest social media sensation.

1. It should be a **written contract**, not oral nor verbal.
2. **Term**: A start and an end date.
3. **Scope of Work** specific platforms, frequency, music, message, visual effects, hashtag/tags, etc.

4. **Compensation**, including payment amount and process of payment, and also what is not compensated, like the use of name, image, or likeness (NIL).
5. **Indemnification (or moral clause):** Influencer's work is truthful, non-fraudulent, and can be documented. Ensure that the influencer will reimburse the agency or brand from wrongful conduct if the agency or brand gets sued because of the influencer's actions.
6. **IP ownership rights:** Influencer's NIL shall focus on (i) influencer's full name or any abbreviation or derivative thereof, whether trademarked or not (ii) an image, photograph, or drawing and/or a sequence of images or video of influencer, and/or (iii) a recording of influencer's voice. Influencer understands that NIL may be edited, copied, exhibited, published, or distributed at the discretion of company.
7. **Approval:** final authority to approve before distribution waiver of any right to inspect or approve the finished product wherein NIL appears publicly.
8. **Content Retentions Rights:** Who owns what?
9. **Applicable state, federal, global laws and regulations**, such as the FTC's "clear and conspicuous" disclosure.
10. **Exclusivity:** define category/competitors.
11. **Confidentiality Clause**: protect terms and conditions.
12. **Delivery Format:** means of delivering final product.
13. **Derivative Content Rights:** final rights to the final product or new asset that comes from original campaign.
14. **Metrics**: keep track of them to measure ROI.
15. **Liability insurance:** require the influencer purchase and maintain liability insurance.
16. **Venue Law:** disputes will be resolved in a specific location.
17. **Governing Law Clause:** disputes will be resolved by applying specific laws (national and global).
18. **Mediation/Arbitration**: establish dispute resolution process.
19. **Attorney Fees Clause:** prevailing party reimbursed.
20. **Signature:** Physical signature on the agreement (original, copy, or digital version of the conclusion are all valid).

This article is part of a larger series on how influencers and in-house counsel can work together. Read "Under the Influence**" for unique risks facing the company's reputation and brand and read** an interview with Brad Shear**, an in-house lawyer with over a million followers on TikTok.**

Andrew V. Morris, III

Counsel, Sports and Entertainment Division

Events DC

Andrew V. Morris III currently serves ascCounsel for the Sports and Entertainment Division of Events DC. He provides legal counsel and advice on a multitude of complex legal matters related to the day-to-day and prospective operations of the organization.

[Jocelyn A. Merced](#)

Of Counsel

Ogletree Deakins

Jocelyn A. Merced previously worked as a law clerk to the Honorable Bernadette N. DeCastro in the Civil Division of the Superior Court of New Jersey - Hudson County. While a law clerk, she handled a diverse caseload, including employment law cases requiring determinations as to the discoverability of certain documents.

[Ellen M. Zavian](#)

[Ellen M. Zavian](#)

Professor of Law

George Washington University in Washington, DC

Ellen M. Zavian was the first female NFL agent and has represented US women's

soccer, softball, break dancers, and extreme athletes. She currently teaches sports/negotiation law at George Washington University in Washington, DC, and she serves as a coach to the GWU Law Students Moot Court program.