**SOCIAL MEDIA INFLUENCER CONTRACT**

1. **THE PARTIES**. This Social Media Influencer Contract (“Contract”) made this [DATE], is by and between:

Advertiser: [ADVERTISER'S NAME] (“Advertiser”) and

Influencer: [INFLUENCER'S NAME] (“Influencer”).

The Advertiser and the Influencer are individually referred to herein as a "Party" and collectively as the “Parties.”

1. **TERM**. This Agreement starts on [START DATE], and continues for a(n): (check one)

- **Ongoing Term**. The terms of the Contract remain in effect until either the Advertiser or the Influencer terminates the Contract, giving [#] days’ notice to the other Party (“At-Will”). After termination, the Parties shall have no obligations or liabilities to one another.

- **Fixed-Term**. The Parties agree that this Contract shall terminate on [END DATE]. After termination, the Parties shall have no obligations or liabilities to one another.

1. **SOCIAL MEDIA PLATFORMS**. The Influencer agrees to promote the Advertiser on the following social media platforms: (check all that apply)

- **Instagram**

- **YouTube**

- **Twitter**

- **TikTok**

- **Facebook**

- **Snapchat**

- **Other**. [DESCRIBE]

1. **CONTENT**. The Influencer shall promote the Advertiser’s products and services in the following manner: [PROMOTIONAL INSTRUCTIONS]
2. **PAYMENT**. The Advertiser shall pay the Influencer in the following manner: [PAYMENT INSTRUCTIONS]

Hereinafter known as the “Payment Amount.” The Influencer understands that they are being paid as an independent contractor and responsible for the payment of all appropriate local, state, and federal taxes.

1. **PAYMENT INSTRUCTIONS**. The Advertiser is required to pay the Payment Amount to the Influencer by: (check one)

- **Pre-Payment**. The Influencer is to be pre-paid by the Advertiser prior to any content that is to be posted.

- **Payment Upon Receipt**. The Influencer is to be paid no later than [#] days following the receipt of an invoice. (complete parts a & b below)

1. **Late Fees**. For past-due invoices, the following late fee will apply if payment is late by more than [#] day(s): (check one)

- **Dollar Amount**: $[AMOUNT]

- **Percentage of Invoice**: [#]%

1. **Deposit**. For the good-faith performance of this Contract, the Advertiser shall: (check one)

- **Be required** to make a deposit in the amount of $[AMOUNT] to be paid at the commencement of the Contract (“Deposit”). The Deposit shall be non-refundable but applicable to the first Payment Amount.

- **Not be required** to make a deposit as part of this Contract.

1. **ADVERTISER APPROVAL**. Prior to publishing, the Influencer is: (check one)

- **Required** to obtain permission from the Advertiser.

- **Not Required** to obtain permission from the Advertiser.

1. **NOTICES**. Notices shall be made to any of the following contact details:

Advertiser

Name: [NAME] Phone: [PHONE]

Address: [MAILING ADDRESS]

E-Mail: [E-MAIL ADDRESS]

Influencer

Name: [NAME] Phone: [PHONE]

Address: [MAILING ADDRESS]

E-Mail: [E-MAIL ADDRESS]

1. **ADDITIONAL TERMS**. [ADDITIONAL TERMS & CONDITIONS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**Advertiser’s Signature**: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Influencer’s Signature**: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_