**INFLUENCER MARKETING AGREEMENT**

This **Influencer Marketing Agreement** (“Agreement”) is entered into by and between **[Influencer Name]** (“Influencer,” “You,” “Your”), and **[Company Name]** (“Brand”), with its principal place of business at **[Company Address]**. This Agreement shall become effective on the date of the last signature below (the “Effective Date”). Influencer and Brand may be referred to individually as a “Party” and collectively as the “Parties.”

**1. PURPOSE**

The purpose of this Agreement is to establish the terms under which the Influencer will create and share promotional content for Brand’s advertising campaign.

**2. SCOPE OF SERVICES**

During the Term (as defined below), Influencer agrees to provide the following services (“Services”):

* **Instagram Stories**: Three (3) Instagram Stories per day, with three (3) frames each, for three (3) days, totaling nine (9) frames. Influencer will notify Brand in advance of the scheduled posting dates.
* **Instagram Post**: One (1) in-feed Instagram post featuring Brand and its product(s) and/or service(s).
* **Analytics**: Influencer will provide Brand with analytics from the Instagram Stories.
* **Brand-Supplied Content**: Brand may provide one (1) story frame for Influencer to incorporate into each set of daily stories.

**3. TERM**

This Agreement shall commence on the Effective Date and remain in effect until **[Termination Date]** (the “Term”).

* Influencer will publish the agreed Instagram content over three (3) days within the month of **[Month]**, along with one (1) in-feed post.
* The in-feed post must remain live for at least twelve (12) months following its initial publication.
* Content must clearly identify Brand by naming and tagging Brand’s official Instagram account.
* Beyond the agreed deliverables, Influencer may post additional content featuring Brand’s products, provided such content respects Brand’s intellectual property and brand guidelines.

**4. RELATIONSHIP OF THE PARTIES**

Influencer is engaged as an **independent contractor**. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the Parties.



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**5. COMPENSATION**

* Brand shall compensate Influencer as follows:
	+ **$[Amount]** per day of Instagram Stories (3 total days).
	+ **$[Amount]** for the in-feed Instagram post.
	+ Total Compensation: **$[Total Amount]** for all Services described in Section 2.
* Payment shall be made via ACH bank transfer within thirty (30) days of completion of Services and receipt of a valid invoice.

**6. TERMINATION**

Either Party may terminate this Agreement at any time, for any reason, by providing written notice to the other Party. Termination shall be effective on the date specified in such notice.

* Brand shall compensate Influencer fifty percent (50%) of fees for work produced prior to posting.
* Influencer shall be paid in full for any content already published on social media platforms, calculated on a pro-rata basis as outlined in Section 5.

**7. NOTICES**

All notices required or permitted under this Agreement shall be made in writing and delivered by either:

* **Email**: to the email addresses listed below (deemed received upon sending), or
* **U.S. Mail**: first-class, postage prepaid, to the mailing addresses listed below (deemed received five (5) business days after mailing).
* **Influencer Contact Information**
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Brand Contact Information**
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Electronic communications shall satisfy all legal requirements that such communications be in writing.

**8. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions, agreements, or representations, whether oral or written. No amendment or modification shall be valid unless made in writing and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below:

**Influencer**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Brand**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_