

CONTENT CREATOR AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Content Creator Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CREATOR LEGAL NAME], an individual or [ENTITY TYPE] located at [CREATOR ADDRESS] (the "**Creator**"); and

[BRAND/CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CLIENT ADDRESS] (the "**Brand**").

Creator and Brand are each a "**Party**" and together the "**Parties**."

Recitals. Brand wishes to engage Creator to produce user-generated or branded content for Brand's marketing, and Creator wishes to produce that content, on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Scope of Content and Deliverables

1.1 Engagement. Brand engages Creator to create the content described in this Agreement and any attached brief (the "**Content**"), and Creator accepts.

1.2 Deliverables. Creator will produce the following deliverables (the "**Deliverables**"): [e.g. 3 short-form videos (15-30s), 5 photos, 2 captions], formatted to the specifications and platforms stated in the brief.

1.3 Brand guidelines. Creator will produce the Content consistent with Brand's written guidelines, talking points, and any required hashtags, mentions, or links that Brand provides.

1.4 Out-of-scope work. Deliverables, platforms, or usage beyond those described require a separate written agreement or change order signed by both Parties.

2. Production, Review, and Schedule

2.1 Schedule. Creator will deliver drafts of the Deliverables by [DRAFT DATE] and final Deliverables by [FINAL DATE], provided Brand delivers all products, briefs, and brand assets by [BRAND DELIVERY DATE].

2.2 Review and revisions. Brand will review each draft within [NUMBER, e.g. 5] days and either approve it or provide consolidated written notes. The fee includes [NUMBER, e.g. two] rounds of revisions consistent with the original brief.

2.3 Additional revisions. Revisions beyond those included, or changes to the brief after approval, are billed at [AMOUNT] per round and may move the schedule.

2.4 Posting. If Creator is to post the Content to Creator's own channels, Creator will post on the dates Brand specifies and keep the Content live for at least [NUMBER, e.g. 90] days, unless required to remove it by law or platform rules.

3. Compensation

3.1 **Fee.** Brand will pay Creator a total fee of [AMOUNT], stated in [CURRENCY] and exclusive of taxes.

3.2 **Payment schedule.** Brand will pay [e.g. 50% on signing and 50% within [NUMBER] days of final delivery / NET [NUMBER] days after delivery].

3.3 **Product and expenses.** Brand will provide any product featured at no cost to Creator and will reimburse pre-approved, documented expenses.

3.4 **Affiliate or performance pay.** [OPTIONAL: If Creator earns affiliate commission or performance-based pay, describe the rate, tracking method, and payment timing here.]

3.5 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

4. Intellectual Property and Usage Rights

4.1 **Ownership.** Unless Section 4.2 applies, Creator owns the Content upon creation and grants Brand the license in Section 4.3. Brand owns its trademarks, products, and supplied assets.

4.2 **Optional assignment / work made for hire.** [OPTIONAL: If the Parties agree the Content is a work made for hire or fully assigned to Brand, state that, on full payment, Creator assigns all right, title, and interest in the Content to Brand, and adjust the fee accordingly.]

4.3 **License to Brand.** Subject to full payment, Creator grants Brand a [EXCLUSIVE / NON-EXCLUSIVE], worldwide license to use, edit, reproduce, and distribute the Content for [USE, e.g. organic social, paid ads, website] in [MEDIA] for [TERM, e.g. 12 months / perpetuity]. Use beyond this scope requires a separate license and additional fee.

4.4 **Paid amplification (whitelisting).** If Brand will run paid ads using Creator's handle or account (whitelisting / Spark Ads), the Parties will specify the ad-account access, duration, and any additional fee in the brief or a separate addendum.

4.5 **Creator's portfolio.** Creator may display the Content in Creator's portfolio and reels for self-promotion, unless Brand requests confidentiality in writing.

4.6 **No AI training.** Neither Party may use the other's contributions to train or develop any generative or machine-learning model without the other's separate written consent.

5. Creator Representations and Conduct

5.1 **Original work.** Creator represents that the Content is Creator's original work, that Creator has rights to all music, footage, and elements used, and that the Content will not knowingly infringe any third party's rights.

5.2 **Disclosure and advertising law.** Creator will clearly and conspicuously disclose the paid or sponsored nature of the Content as required by applicable advertising and consumer-protection rules (for example, using clear "#ad" or "paid partnership" labels), and will follow each platform's disclosure rules.

5.3 **Truthful claims.** Creator will not make false or unsubstantiated claims about the product and will only state product benefits that Brand has substantiated and approved.

5.4 **Standards of conduct.** Creator will not post the Content alongside, or otherwise associate Brand with, content that is unlawful, hateful, defamatory, or sexually explicit.

6. Brand Representations

6.1 Rights to assets. Brand represents that it has the right to provide its products, trademarks, and assets and that they do not infringe any third party's rights.

6.2 Claim substantiation. Brand is responsible for the accuracy and legal compliance of any product claims it asks Creator to make and will substantiate them on request.

7. Exclusivity

7.1 Category exclusivity. During the term and for **[NUMBER, e.g. 30]** days after final delivery, Creator will not create sponsored content promoting a direct competitor of Brand in the category of **[CATEGORY]**, unless Brand consents in writing.

7.2 Reasonable scope. This exclusivity is limited to the category above and does not restrict Creator's general, non-sponsored content.

8. Term and Termination

8.1 Term. This Agreement begins on the Effective Date and continues until the Deliverables are delivered and the usage term expires, unless terminated earlier.

8.2 Termination for cause. Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days of written notice.

8.3 Effect. On termination, Brand will pay for Content delivered and accepted through the termination date, and each Party will stop using the other's confidential materials except as the surviving license permits.

9. Confidentiality

9.1 Obligation. Each Party will keep confidential the non-public information of the other, including unreleased products, campaign plans, and pricing, and will use it only to perform under this Agreement.

9.2 Exclusions. Confidentiality does not apply to information that is public through no fault of the receiving Party, was already known without restriction, or is independently developed.

10. Indemnification and Limitation of Liability

10.1 By Creator. Creator will indemnify Brand against third-party claims arising from Creator's breach of Section 5, including infringement or failure to disclose.

10.2 By Brand. Brand will indemnify Creator against third-party claims arising from Brand's products, supplied assets, or required claims.

10.3 Exclusion of indirect damages. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility.

10.4 Cap. Except for the indemnities above and breach of confidentiality, each Party's aggregate liability under this Agreement will not exceed the total fees paid or payable to Creator under this Agreement.

11. General Provisions

11.1 Independent contractor. Creator is an independent contractor, not an employee or agent of Brand, and is responsible for Creator's own taxes.

11.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

11.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except Brand may assign it to a successor in connection with a merger or sale of substantially all assets.

11.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

11.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

11.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

11.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

| CREATOR | BRAND |
|-----------------------|----------------------|
| Signature: _____ | Signature: _____ |
| Printed name: [NAME] | Printed name: [NAME] |
| Title: [TITLE OR N/A] | Title: [TITLE] |
| Date: _____ | Date: _____ |

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.