

Influencer Marketing Contract Review Checklist

You make the content. The brand writes the contract. When a brand says "here is our agreement," these are the terms to check on the endorsement agreement before you sign, so you keep the ownership, the fee, and the freedom the deal was supposed to leave you.

✓ **CONFIRM IT'S THERE** ⚠ **WATCH FOR: THE RED FLAG IN THE BRAND'S PAPER**

What You Own and License		THE ENDORSEMENT AGREEMENT
TERM	✓ CONFIRM	⚠ WATCH FOR
Content ownership	✓ Content you create stays your sole and exclusive property, apart from the brand's own trademarks in it.	⚠ "Work made for hire," a copyright assignment, or an "all rights" grab in the ownership clause.
Usage rights	✓ The license is limited, non-exclusive, and time-bound, with no derivative works or material edits.	⚠ "In perpetuity," "irrevocable," "all media," or a right to recut your content.
Name, image & likeness	✓ The brand uses your name, image, likeness, and handle only as they appear in the content.	⚠ Your name or face carved off and used in separate ads or products.
Raw files	✓ You keep your raw and unedited footage.	⚠ A duty to hand over all raw files and project files for the brand to reuse.
What You Get Paid, and How Long		PAYMENT & TERM
Payment timing	✓ Undisputed fees are due on a fixed, short clock, such as 30 days from invoice.	⚠ Payment tied to the brand's "approval," or a Net 60 / Net 90 window on money already earned.
Pay on termination	✓ The brand pays for work performed through the end date.	⚠ No payment for delivered work if the brand ends the deal early.
Termination	✓ A mutual right to end for material breach, with a cure period.	⚠ A brand-only right to walk away, or termination that forfeits your fee.
Post-term use	✓ After the deal ends, the brand makes no new uses of the content.	⚠ Continued or perpetual use of your content after the term is over.
Who Answers If It Goes Wrong		RISK & LIABILITY
Indemnity	✓ Your indemnity is limited to content and materials you create or control.	⚠ Indemnity for the brand's product claims, its own conduct, or "any claim."
Liability	✓ Consequential damages are excluded, and no one-sided cap is imposed only on you.	⚠ Uncapped exposure, or a monetary damages cap that applies to you alone.
Warranties	✓ Your non-infringement promise covers only what you created.	⚠ A warranty that your content clears the brand's own IP, product, or claims.
Force majeure	✓ The clause excuses you, not just the brand.	⚠ A force-majeure clause that protects the brand only.
Your Freedom and Compliance		CONTROL & COMPLIANCE
Exclusivity & blackout	✓ No over-broad limit on your general posting or on working in the category.	⚠ A wide blackout or long category exclusivity for the price of one deal.
Approval & takedown	✓ The brand's right to require correction or removal is bounded.	⚠ Open-ended discretion over what stays on your own channels.
Assignment	✓ The brand needs your consent to assign, with an affiliate or merger carve-out.	⚠ A free right to assign your deal to anyone the brand chooses.
FTC disclosure	✓ The disclosure duty tracks the law; the brand shares it and does not dump it on you.	⚠ The entire disclosure obligation pushed onto you while the brand keeps control.
Your status	✓ You are an independent contractor, not the brand's employee or agent.	⚠ Language that makes you the brand's agent, or binds you beyond the content.
Across Every Deal You Sign		EVERY CONTRACT
✓ Governing law & venue named, not left blank. ✓ NDAs keep standard exceptions, with no non-compete smuggled in. ✓ Consulting & contractor deals carry the same ownership and payment positions.		✓ Publicity uses your name only as the deal allows. ✓ Fee-shifting & jury-trial waivers are not aimed at you alone. ✓ Platform & tool terms (EULAs) do not claim rights in your content or feedback.