



# SAG-AFTRA'S TOP 5

## THINGS TO ALWAYS INCLUDE IN YOUR INFLUENCER TALENT AGREEMENT

**You've worked hard to get to this point. Make sure you have a contract that protects your interests, while clearly outlining the brand's expectations.**

### 1. Services

This section should summarize what you are being hired to do. Detail any expectations of services, deliverables and responsibilities expected from you as part of this collaboration.

### 2. Usage & Usage Rights

Where is this content going to live? On your socials? Which platforms? For how long? Can the brand repost? Can the brand share on their own website or in email blasts? Be as specific as you can regarding where the content can and cannot be used. Additionally, make sure to specify the length of time that the brand has rights to use your content, always avoiding "in perpetuity" whenever possible.

### 3. Ownership of Content

We recommend that you, as the creator of the content, retain ownership of the content you're creating. It's okay if this carves out any rights to the brand's pre-existing

content. If the brand wants to also use or repost the content, you should make clear that you are granting them usage rights for a specific period of time.

### 4. Compensation & Payment Terms

Make sure to specify the amount you are going to be paid for your services, the payment schedule, and any other expenses or reimbursements you may be entitled to. In short: How much will you be paid? How will you get paid? When will you get paid? Be as detailed and specific as possible to avoid any miscommunication between you and the brand.

### 5. Exclusivity

If this is included in your contract, know that you're agreeing to limit which other brands you can work with. Make sure that you understand the scope of these limitations and that your contract specifies which brands are off limits and for how long you won't be able to work with them.

**Have questions or want to learn more about the SAG-AFTRA Influencer Agreement?**

Reach out anytime to [influencer@sagaftra.org](mailto:influencer@sagaftra.org)

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