

Contract for Influencers



Place _____ Date _____

1. The parties

The **Influencer**, _____ with ID number _____
and address at _____.

The **Advertiser**, _____ with ID number _____
and on behalf of _____ with NIF _____
and address at _____.

2. Tasks

The **Advertiser** wants the **Influencer** to promote its products through the social networks indicated below, to perform the following **actions** on the **dates** indicated:

For example, 3 posts on Instagram between 17th to 21th of April

2.1. Limitations

The **Advertiser** can work with other influencers.

The **Influencer** may not promote products or services of third parties similar to those of the **Advertiser** while the contract lasts.

3. Duration

The **duration** of the contract will be:

For example, indicate the days, weeks or months

4. Law and court

In case of disputes between the parties, this will be settled in the **courts** of _____
_____, where will be applied Spanish **legislation**.

5. Payment

The **Advertiser** will pay the **Influencer** with:
For example, with money or products and / or services valued at X euros

The **Advertiser** will pay in _____ days from the signing of this contract.

6. Property

The **Influencer** will be the owner of the content created and uploaded to execute this contract.

In any case, the **Advertiser** will have a worldwide, free and exclusive right to use that content.

7. Content

The **Advertiser** will provide the necessary content so that the **Influencer** can perform its task.

If the **Influencer** needs collaborators, he will be solely responsible for their costs.

The **Influencer** will share the agreed content according to its own criteria. In any case, you must respect the instructions that the **Advertiser** can give you at the level of hashtags, texts, user names or hours of publication, among others.

8. Advertising

The **Influencer** will clearly indicate to its users that their publications are advertising or sponsored content.

For example, with hashtags:

#Publicidad
#AD
#Freebie

9. Guarantees of success

The **Influencer** will do its work professionally, but does not guarantee the **Advertiser** that its actions generate a certain number of followers, Likes, comments or sales, among others.



10. Responsibility

If the **Influencer** fails to fulfill any of its obligations, the **Advertiser** could claim the return of the paid, as well as a possible compensation.

If the **Influencer** fails to comply due to force majeure, for example an accident, he will not be held responsible.

11. Personal data

The **Advertiser** is responsible for the data collected from the **Influencer**. The purpose is to manage the execution of the contract, being the contractual legal basis.

The **Influencer** may exercise its rights of access, rectification or deletion, among others, at any time at the address indicated above.

12. Completion

This **contract will end** when:

- The parties have fulfilled their obligations;
- One of the parties breaches its obligations;
- Agreed by the parties, provided they have not begun to fulfill their obligations;
- One party informs the other of its intention to end it at least with **one (1) week** in advance.

The parties sign this contract in duplicate and in the **place** and **date** indicated above:

Influencer

Advertiser 