

How to Draft and Negotiate an Entertainment Agreement

Influencer Marketing



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Hi, I'm Jamie

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Why Influencer Marketing?

Topics

- The Parties
- Contractual Provisions
- FTC Disclosures

The Parties

- Influencers
- Agencies
- Brands

Examples of Influencer Marketing Deals

- Affiliate
- Sponsored Content Deals
 - Short term
- Ambassadorship
 - Long Term
- Social Media Take Over
- Content Creation Direct
- Spokesperson Deals
- Licensing content already created

Contractual Provisions


- **Representations and Warranties**
 - Influencers – creation of original work, use of subcontractors
 - Brands – use of brand I/P, advertisement claims
- **Payment**
 - Flat Fee, Affiliate relationship
- **Intellectual Property Ownership**
 - Work For Hire, Licensing
- **Exclusivity**
- **Analytics**
- **Termination**
 - For Cause
 - Without Cause
- **Morality Clauses**
- **FTC Disclosure Requirements**
- **Deliverables**


FTC Disclosures


- Required if it's reasonably foreseeable that the post will affect U.S. consumers
- Influencers must
 - disclose any material connection
 - clearly and conspicuously
- Where
 - Blog Posts, Social Media
- Material Connection
 - monetary, employment, familial, trades, personal, investments
- Clear and Conspicuous
 - Above the fold/before the clickable link
 - Not buried in hashtags or in small font
 - #ad or #sponsored
 - Can use plain language but the language must be clear
 - “Thank you...” is not enough

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