

# Content Agreement

This Content Agreement (the “Agreement”) is made on **[Date]**, by and between **[Brand Name]**, having its principal place of business at **[Address]** (“Brand”), and **[Comedian’s Name]**, a content creator with an account under the handle **[@Username]** (“Creator”). Brand and Creator may each be referred to as a “Party” and collectively as the “Parties.”

## 1. Scope of Work and Deliverables

**Deliverables:** Creator agrees to produce **3 TikTok video posts** featuring the Brand’s product or service, in the Creator’s stand-up comedy style, as branded content. Each video shall be approximately **30–60 seconds in length** and tailored to fit TikTok’s format and audience expectations (short, engaging comedic content). The content of the videos will incorporate the Brand’s key messaging or product as agreed in the campaign brief, while maintaining the Creator’s authentic comedic voice. The posting schedule for these videos will be **[e.g. one video per week over 3 weeks]** or as otherwise mutually agreed in writing by the Parties. Creator will ensure all content complies with TikTok’s community guidelines and applicable advertising laws, including clear disclosure of the partnership (such as using the #ad tag or TikTok’s “Paid Partnership” label). Brand agrees to provide any necessary creative briefs, branding assets (e.g. logos, hashtags, messages to include), and product samples or information to enable Creator to produce the content as expected.

## 2. Content Creation and Approval

**Review Process:** Creator shall script and film each Video in line with the agreed campaign concept. Prior to posting, Creator will submit each video to Brand for review and approval at least **[\_\_] days** before the scheduled post date. Brand shall review the content in good faith and provide approval or requested edits within **[48 hours]** of receiving the video. The Parties agree to limit revisions to a reasonable number (no more than **[1–2] rounds of edits**) to maintain efficiency. If Brand fails to respond with approval or revision requests within the agreed review period, the content will be considered approved by Brand and Creator may proceed to post it on schedule. Creator agrees to make minor adjustments if reasonably requested (e.g. ensuring brand logo visibility, correcting factual errors about the product), but Brand shall not unreasonably withhold or delay approval. Once a video is approved, Creator will post it on the agreed date and time to their TikTok channel, tagging the Brand as required. Brand acknowledges that Creator’s comedic style and creative expression are key to authentic content; therefore, Brand will not require changes that alter the Creator’s

unique style or honest opinions, nor require any statements the Creator does not genuinely support. Both Parties will cooperate in the approval process to ensure the content meets Brand's marketing needs while staying true to Creator's comedic brand.

### 3. Publication and Display Period

**Posting & Live Time:** Creator shall publish each approved Video on their TikTok account by the agreed-upon posting date. Each sponsored post must remain live on Creator's TikTok channel for a **minimum of 30 days** from the posting date. Creator will not delete, archive, or otherwise remove the videos during this 30-day display period, ensuring the content yields continuous engagement and potential sales for at least one month. After 30 days, Creator retains the right to remove or archive the posts at their discretion (unless otherwise agreed in writing for an extended period), but is encouraged to keep the content accessible as long as it remains relevant. Creator will use best efforts to promote and not suppress the reach of the videos (e.g. not posting conflicting content immediately that would overshadow the branded posts). Brand understands that TikTok's algorithm and audience engagement are beyond Creator's full control, so while Creator will not delete the content early, specific performance outcomes (views, likes, etc.) cannot be guaranteed.

### 4. Compensation and Payment Terms

**Introductory Package Fee:** As full compensation for the content creation and distribution, Brand shall pay an introductory rate of **USD \$700 per video**, for a total of **USD \$2,100** for the three videos. This flat fee covers the Creator's services in developing, filming, and posting the TikTok videos, including any minor edits from the approval process, and grants the usage rights to Brand as defined below. No additional fees will be due for the content creation aside from the performance-based bonus described in this Agreement, unless the Parties agree in writing to additional deliverables or extensions.

**Performance-Based Bonus:** In addition to the base fee above, Brand agrees to pay Creator a performance-based commission equal to **[15]% of net sales** directly generated by the Creator's videos. "Net sales" shall be defined as the total sales revenue received by Brand from customers attributable to the Creator's content, excluding any returns, refunds, taxes or shipping fees. Sales will be tracked via a unique promo code or affiliate link provided to Creator, or through another mutually agreed tracking method. The commission will apply to all qualifying sales made within **[30 days]** of each video's posting (or a timeframe agreed by the Parties for the

campaign). This hybrid compensation model of a flat fee plus a commission is an industry-standard practice to reward influencers for performance. Typical commission rates in influencer marketing range around 10–20% of sales, though the exact percentage may vary by industry and product margins. (For example, some e-commerce categories on Amazon’s influencer program pay as low as ~1–4% or as high as 10–20% in commissions, depending on the product category.) The Parties should agree on a percentage that is fair given the Brand’s industry and profit margins; for this Agreement, the commission is set at **[15]%** as a reasonable standard within the common range. Brand shall provide Creator with a summary report of sales attributed to the Creator’s Videos and shall calculate the commission due accurately based on that data.

**Payment Schedule:** Payment of the base fees and any earned commission shall be made in a timely manner. To facilitate a fair arrangement, the total base fee of \$2,100 will be split into two installments: 50% upfront and 50% after completion of the deliverables. Brand shall pay **50% (USD \$1,050)** as a non-refundable upfront deposit within **[5] business days** of signing this Agreement, to enable Creator to commence content production. The remaining **50% (USD \$1,050)** will be paid within **15 days** after the final video is posted and all deliverables are fulfilled (and at least the 30-day live period has commenced for that video). Any performance-based commission due shall be calculated at the end of the campaign (or on a rolling basis per video, as agreed) and paid to Creator within 30 days after the conclusion of the campaign or the reporting of final attributable sales. For example, if the final video is posted on **[Date]**, Brand would tally all attributable sales within the specified window and issue the commission payment by **[Date + 30 days]**. All payments to Creator shall be made in USD via **[Bank Transfer/PayPal]** or another agreed method. Timely payment is essential; if Brand is a larger entity that typically uses net-30 or longer payment terms, the Parties acknowledge that influencers rely on prompt payments, and thus the above accelerated schedule (or a net 15 arrangement) is used to foster a positive partnership. In the event any payment is not received within the agreed timeframe, Creator reserves the right to suspend further performance (such as pausing content posting) until payment is made, and/or to remove posted content after reasonable notice to Brand. Likewise, any disputes over the commission calculations should be raised by Creator within **[15] days** of receiving the sales report, and the Parties will work in good faith to reconcile any discrepancies. Except for the performance commission which by nature varies with sales, the fees stated herein are fixed for the Deliverables and inclusive of all Creator costs (e.g. creation time, equipment, basic editing). Creator is responsible for their own income taxes on the payments received. No additional expenses will be reimbursed by Brand unless expressly agreed (e.g., if

Brand asked Creator to travel or incur specific costs, those would be pre-approved in writing).

## 5. Content Ownership and Usage Rights

**Creator Ownership:** Creator retains ownership of the original content (the TikTok videos) created under this Agreement, including all rights to the creative material, personality rights, and any intellectual property inherent in the videos. The content is created by Creator as an independent creator and not as a “work for hire” – thus, except for the license rights granted to Brand below, Creator retains all other rights to use or monetize the videos (for example, to repost the content on Creator’s other social media or portfolio, or to create derivative compilations, etc., provided such uses do not conflict with the terms of this Agreement). As is standard in influencer collaborations, the Brand will receive a license to use the content rather than ownership.

**Brand License:** Creator hereby grants to Brand a limited, non-exclusive, worldwide license to use the three Videos for marketing and promotional purposes, subject to the terms below. This license permits Brand to share and repost the Videos on Brand’s own official social media accounts (e.g. TikTok, Instagram, Facebook, YouTube) and feature the content on Brand’s website, e-commerce pages, or email marketing, for a period of **[6] months** from the date each video is first posted by Creator (the “Usage Period”). The Parties may agree in writing to extend the Usage Period (for an additional fee to be negotiated, if applicable) if the Brand wishes to continue using the content beyond that term. During the Usage Period, Brand is also permitted to “boost” or promote the TikTok posts through paid advertising (e.g. TikTok Spark Ads or similar whitelisted ads) and/or use the videos in Brand’s own social media advertisements, provided that such use is limited to social/digital channels and occurs within the agreed timeframe. Any paid media use that involves running the Creator’s content as ads beyond the Creator’s own posts must credit or tag the Creator appropriately as the content source if the platform requires.

**Platforms and Modifications:** Brand’s usage rights are limited to online/digital platforms; the content may be used on the internet and social media as described, including internal presentations or influencer case studies, but shall not be used in television, radio, print ads, or other traditional media without Creator’s prior written consent (those would require a separate agreement/licensing fee). Brand may make minor edits or adaptations to the videos for formatting purposes (such as adding subtitles, cropping to fit different aspect ratios, or appending the Brand’s logo at the end), but Brand shall not materially alter the content (no changes to the Creator’s

voice, messaging, or comedic style) without obtaining Creator's approval. For clarity, no edits that distort or misrepresent Creator's original message or that create derivative works beyond the agreed campaign are allowed without permission. Brand also may not authorize any third party to use the videos (except affiliates or agents working for Brand's own marketing) without Creator's consent. Creator retains the right to request that Brand remove or not use any content if it has been modified in a manner not authorized or if it's used in an environment that harms Creator's image or violates the agreed terms.

**Duration and Expiry:** Upon expiration of the Usage Period, Brand shall cease any further active use of the Creator's videos. This means Brand will not publish the videos in new posts or ads beyond that date, and will discontinue any ongoing advertising campaigns that feature the videos. Content already posted on Brand's own social feeds during the license term may remain on those social channels in archived form (i.e., past posts need not be deleted), but Brand may not continue to prominently feature or repurpose the content after the term. If the Brand wishes to keep using the content beyond the initial period (for example, if the campaign is successful and Brand wants to run the ads longer or extend usage to new platforms), the Brand must negotiate an extension or additional licensing agreement with Creator (which may involve additional fees). Both Parties acknowledge that clearly defining how long and where the Brand can use the influencer's content is crucial. Any usage by Brand outside the scope defined in this Agreement (in terms of time, platform, or edit rights) or any claim of ownership by Brand over the content is expressly prohibited and will be considered a material breach of this Agreement.

## 6. Exclusivity

**No Exclusivity Granted:** This Agreement does not grant Brand any exclusivity with respect to Creator's services or content beyond the Deliverables. Creator is free to collaborate with other brands, including brands that may be in the same industry or even competitors of Brand, both during and after the term of this Agreement, provided that such collaborations do not use the specific content created for Brand under this Agreement and do not misappropriate Brand's confidential information or trademarks. There are no category or competitor exclusivity clauses in this collaboration – in other words, Creator has not agreed to refrain from working with any other brand. (Note: In influencer deals, brands sometimes request exclusivity for a period, restricting the creator from promoting competitors; however, best practices are to keep such exclusivity limited if at all, and only if additional compensation is provided. In this Agreement, the Parties agree that no exclusivity requirement is imposed.) Brand acknowledges that Creator's persona and livelihood may involve

promotions for various companies, and no conflict of interest is created by entering this Agreement. Creator agrees that during the campaign term, they will not intentionally disparage Brand or its competitors; however, nothing shall prevent Creator from working with any company of their choosing in accordance with the above.

## 7. Term and Termination

**Term:** This Agreement shall become effective as of the date signed by both Parties and, unless earlier terminated as per this section, shall remain in effect until **[all Deliverables have been posted and the 30-day display period for the final video has concluded]**. The expected campaign timeline is **[e.g. 2 months]** to produce and post all videos, plus 30 days thereafter for content to remain live, but the Agreement shall extend automatically as needed to cover the full 30-day period post-final post. The term may also be extended by mutual written agreement (for example, if additional content is added or the campaign is delayed).

**Termination for Cause:** Either Party may terminate this Agreement for cause if the other Party materially breaches any term of the Agreement and fails to cure such breach within **[10] days** after receiving written notice of the breach. For example, material breach by Brand would include failure to pay the agreed fees or commission within the specified time, or unauthorized use of the content beyond the license; material breach by Creator would include failure to deliver the agreed videos (absent a valid reason), or posting content that significantly deviates from the agreed guidelines (e.g., contains offensive material or incorrect brand information that wasn't approved). If the breach is not curable or the breaching Party does not remedy it in time, the non-breaching Party may terminate the Agreement by giving written notice of termination. In addition, either Party may terminate immediately if the other Party engages in fraud, gross misconduct, or any action that brings the terminating Party into disrepute (for instance, if Creator commits a public act that massively conflicts with Brand's values, or if Brand's product is found to be hazardous and Creator no longer wishes to be associated).

**Termination for Convenience:** Brand may request to cancel the campaign for convenience (for reasons other than Creator's breach) with at least **[14] days'** written notice to Creator, but in such case Brand will remain obligated to pay for any Deliverables already completed or in progress. If termination for convenience by Brand occurs after some but not all videos have been posted, Brand will pay Creator pro rata for the work done (at minimum, the full \$700 for each video already delivered or substantially prepared, plus any unrecoverable costs incurred by Creator). The

upfront deposit shall also be retained by Creator and applied to any owed amounts. Creator, in turn, may terminate for convenience only with Brand's consent or in truly unforeseen circumstances, as Creator understands Brand is relying on the full performance of this Agreement.

**Effect of Termination:** In the event of any early termination, Creator shall immediately cease any further work on remaining Deliverables (if any) and Brand shall pay any outstanding amounts due for services rendered up to the termination date. If termination occurs before Creator has posted all videos, Creator will refund any portion of fees paid for videos that were not delivered, except the non-refundable upfront deposit or fees covering work already performed. If Brand terminates due to Creator's uncured breach or non-performance, Brand is not obliged to pay for Deliverables not provided; if Creator terminates due to Brand's breach, Creator may retain any paid fees and is still entitled to payment for work done as of termination. Any licenses for content already delivered to Brand shall automatically terminate if Brand fails to pay for that content; otherwise, if content was posted and paid for prior to termination, Brand may still utilize that content under the terms of the Usage Rights clause for the originally agreed period. Creator reserves the right to remove any posted content related to this campaign if Brand fails to pay the amounts due or if the Agreement is terminated for Brand's breach.

**Force Majeure:** The Parties will not be deemed in breach if performance is delayed or prevented due to force majeure events beyond their control (such as natural disasters, war, government restrictions, platform outages, or illness/injury preventing Creator from performing). If such an event occurs, the affected Party should notify the other and the Parties will discuss in good faith a workaround or schedule adjustment. If the force majeure event makes the campaign impossible or impractical, either Party may terminate without further liability (after pro-rata payment for any content already delivered).

## 8. Indemnification and Liability

**Indemnification by Brand:** Brand agrees to indemnify, defend, and hold harmless the Creator (and Creator's agents, if any) from any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to: (a) the Brand's products or services featured in the content, including any claims of injury, loss, or damage caused by the use of the product, or false advertising claims related to the product (for example, if Brand provided Creator with specific claims or descriptions that turn out to be misleading or untrue); and/or (b) any materials or directives provided by Brand to Creator for use in the content (such as scripts,

images, music, or branding assets that Brand assured were permitted), to the extent such materials infringe upon any third-party rights or violate any laws. In essence, if a claim arises because something about the Brand's product or the information Brand instructed Creator to say is problematic, the Brand will cover the Creator's liability. This indemnity applies so long as Creator has adhered to the Brand's provided guidelines and the terms of this Agreement. For example, should a customer file a lawsuit claiming that the product promoted in the video caused harm or did not perform as advertised, Brand will assume responsibility for that legal action and protect Creator from bearing the cost, provided that Creator's content did not deviate from the approved script or include unauthorized claims.

**Indemnification by Creator:** Conversely, Creator agrees to indemnify, defend, and hold harmless the Brand (and its officers, employees, and agents) from any third-party claims, damages, liabilities, costs, and expenses arising out of or related to: (a) Creator's breach of any representations, warranties, or obligations under this Agreement (for instance, if Creator posts content that was not approved and that content contains defamatory statements or violates someone's rights); and/or (b) any intentional misconduct or gross negligence by Creator in the execution of the campaign. In particular, Creator warrants that all aspects of the content he/she creates will be original or properly licensed – Creator will not include any music, video clips, images, or text in the TikTok videos that are subject to third-party copyright or trademark, unless Creator has obtained the necessary rights or permissions. Creator further warrants that any statements or claims made in the videos (aside from Brand-provided claims) will be true to the best of Creator's knowledge and will not knowingly violate any law or regulation. If Creator uses any third-party materials without permission or otherwise infringes intellectual property (for example, using a song in the video that is not cleared for use, leading to a copyright claim, or using someone's likeness without consent in a way that leads to a lawsuit), then Creator will indemnify Brand for any resulting costs or legal repercussions. Similarly, if Creator deviates from the approved messaging and makes unauthorized claims that lead to a regulatory penalty or lawsuit against Brand, Creator would be responsible for those losses to Brand. Creator's indemnity obligation will not apply to the extent a claim arises from Brand's own instructions, materials, or negligence.

**Limitation of Liability: No Consequential Damages** – Neither Party will be liable to the other for any indirect, incidental, special, or consequential damages (such as lost profits, lost opportunities, or reputational harm) arising out of or related to this Agreement, even if advised of the possibility of such damages. **Cap on Liability** – To the fullest extent allowed by law, each Party's total aggregate liability to the other



under this Agreement (excluding the indemnification obligations set forth above, and excluding willful misconduct or fraud) is limited to the total amount of fees payable under this Agreement. In other words, no matter the circumstances, neither Party can seek more than the contract's worth of damages from the other (again, except in cases of intentional harm or where indemnification for third-party claims applies). This limitation is agreed as a fair allocation of risk between independent business parties.

**No Warranty & Compliance:** Creator makes no guarantee of specific outcomes such as a particular number of views or sales from the videos; any metrics discussed are estimates. Brand understands that social media engagement can vary and that Creator will perform services to a high standard but outcomes are not guaranteed. Both Parties represent that they will comply with all applicable laws and regulations in the performance of this Agreement. Creator specifically agrees to comply with advertising disclosure regulations (e.g., FTC Guidelines in the US, ASA in the UK, etc.) by marking the content appropriately as sponsored, and Brand agrees to comply with any consumer protection laws related to the campaign. Each Party will notify the other of any legal issues or regulatory inquiries that arise in connection with the content, and cooperate in good faith to respond.

## 9. Dispute Resolution and Governing Law

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of **[State/Country]** applicable to contracts made and to be performed entirely therein, without regard to its conflict of laws principles. Both Parties agree that the chosen jurisdiction's law will apply to all aspects of this collaboration, including the validity, construction, and enforcement of the Agreement. (If the Brand and Creator are based in different countries, they should mutually agree on a governing law jurisdiction that is neutral or otherwise acceptable to both.)

**Good Faith Negotiation:** In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the performance thereof, the Parties agree to first attempt to resolve the matter informally through good-faith negotiation. A Party with a grievance shall provide written notice to the other Party describing the issue in detail. Representatives of both Brand and Creator shall then communicate (by video call or in person, if feasible) and attempt to resolve the dispute amicably within **[30] days** of the notice.

**Jurisdiction and Venue:** If the Parties are unable to resolve the dispute through negotiation, then, subject to any mandatory arbitration clause (if the Parties choose to add one), the dispute shall be resolved in the courts of **[State/Country]**. The

Parties hereby consent to the exclusive jurisdiction of the state and federal courts (if U.S., or the appropriate courts if another country) located in **[County/City, State]**, for any lawsuit arising from or related to this Agreement. Each Party waives any objection to personal jurisdiction or venue in such courts, including any defense of forum non conveniens. (If the Parties prefer arbitration instead of court litigation, they may insert an arbitration clause here specifying the rules and venue for arbitration; however, as a template, this clause defaults to court resolution in a specified jurisdiction.)

**Injunctive Relief:** The Parties acknowledge that a breach of certain sections (such as Usage Rights or Confidentiality, if applicable) could cause irreparable harm. In such cases, the non-breaching Party may seek immediate injunctive relief in the chosen jurisdiction to prevent further breach, in addition to any other remedies.

**Attorneys' Fees:** In any legal action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief granted.

## 10. Miscellaneous Provisions

**Independent Contractor:** The relationship of Brand and Creator is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the Parties. Creator is providing services as an independent professional and shall be solely responsible for their own taxes, insurance, and business expenses. Creator is not entitled to any employee benefits from Brand. Brand will not direct or control the manner in which Creator creates content beyond the agreed specifications; Creator has the creative freedom to produce content in line with their style (subject to meeting the deliverable requirements). Both Parties agree that neither has the authority to act on behalf of or bind the other in any manner except as explicitly set forth in this Agreement.

**Entire Agreement:** This Agreement (including any annexes or addenda hereto, and any agreed written modifications) constitutes the entire understanding between Brand and Creator with respect to the collaboration and deliverables described, and supersedes all prior negotiations or agreements, whether written or oral, concerning the same subject matter. Each Party confirms that in entering this Agreement, it does not rely on any representation or promise not expressly contained herein. Any amendments or modifications to this Agreement must be made in writing and signed by both Parties (email approval by both Parties can suffice for minor changes, except where a formal amendment is required for major terms).

**Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be adjusted rather than voided, if possible, to achieve the intent of the Parties. If adjustment is not possible, that provision shall be severed from this Agreement as to that jurisdiction, and the remaining provisions shall remain in full force and effect and shall be interpreted so as to best reasonably effect the Parties' intent.

**No Waiver:** The failure of either Party to enforce any provision of this Agreement or to exercise any right at any time shall not be construed as a waiver of that provision or right, nor shall it affect the validity of this Agreement or that Party's right to enforce every provision at a later time. A waiver of any term or condition must be in writing and shall not be construed as a waiver of any other term or condition.

**Assignment:** Neither Party may assign or transfer this Agreement, in whole or in part, to any third party without the prior written consent of the other Party, except that Brand may assign this Agreement to a successor entity in the event of a merger or acquisition, and Creator may assign the right to receive payments hereunder to a personal business entity or trust. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

**Notices:** All notices or communications required or permitted under this Agreement shall be in writing and shall be delivered to the respective Parties at the email addresses or physical addresses provided below (or to such other address as a Party may designate in writing). Notices shall be considered delivered and effective: if by email, upon the sender's receipt of an email reply or confirmation (or if no reply, then on the next business day after sending, provided no bounce-back was received); if by courier or certified mail, upon receipt as indicated by delivery records.

By signing below, the Parties hereby agree to all of the above terms and acknowledge they have the authority to enter into this Agreement. The individuals signing on behalf of each Party represent that they have the proper authority to bind their respective Party to this Agreement.

**[Brand Name]**

Authorized Signatory for Brand Signature  
Name: [Name & Title]  
Date: [ ]

**[Creator Name]**

(Creator)  
Name: [Creator's Legal Name]  
Date: [ ]