



SAG-AFTRA.

# SAG-AFTRA'S TOP 10 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 as part of this collaboration.

## 2. Usage & Usage Rights

Where will this content live? On your socials? Which platforms? How long? Can the brand repost? Can the brand share on their own website or in emails?

Be as specific as you can regarding where the content can and cannot be used.

Additionally, make sure to specify the length of time the brand has rights to use your content, always avoiding "in perpetuity" when possible.

## 3. Ownership of Content

We recommend you, as the content creator, retain ownership of the content

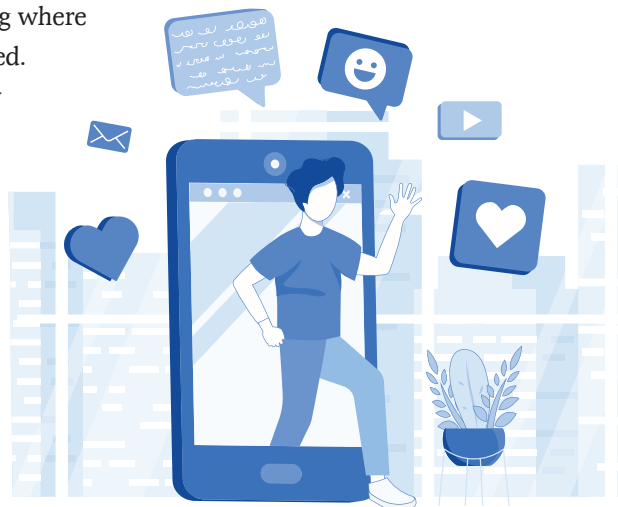
you're creating. It's okay if this carves out any rights to the brand's pre-existing content. If the brand wants to also use or repost the content, make clear you are granting them usage rights for a specific period of time.

## 4. Compensation & Payment Terms

Specify the amount you will be paid for your services, the payment schedule, and any other expenses or reimbursements you are entitled to. In short: How much will you be paid? How will you get paid and when? Be as detailed and specific as possible to avoid any miscommunication.

## 5. Exclusivity

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



## 6. Approval Process

Outline the timeline and process for approvals of the content (if applicable) to avoid delays or confusion between you and your brand partners. Bonus points if you include specific language around how many edits your brand partner is entitled to request before additional compensation is owed.

## 7. Rights & Clearances

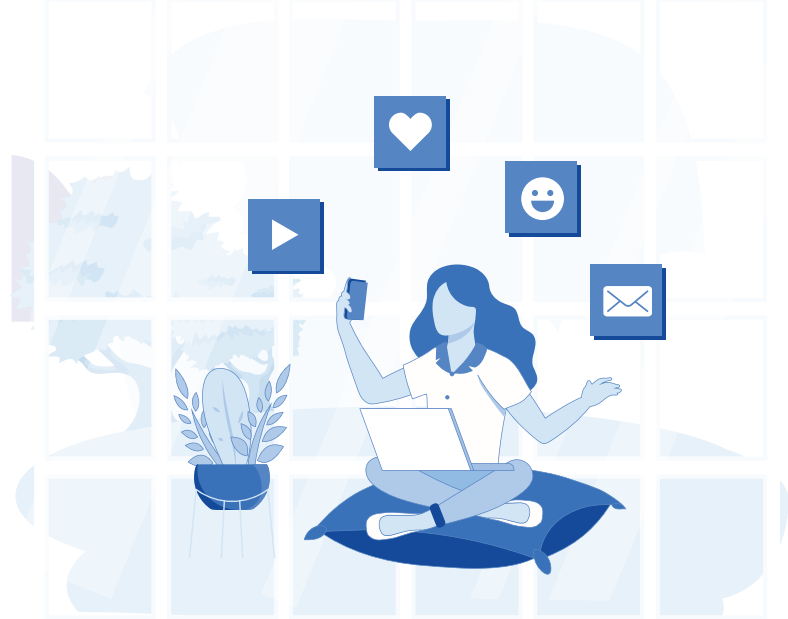
Make sure any music, images or footage used in your content is licensed and cleared for use. Specify who is responsible for obtaining these clearances: you, the agency or the brand. Also make sure your contract clearly states you have approvals to use your brand partner's logos, trademarks or copyrighted materials in your content.

## 8. FTC Guidelines

Make sure you comply with the most up to date FTC guidelines for endorsement deals when posting any kind of branded content on your own socials. Remember, FTC disclosures are required, even if the product is gifted to you by the brand.

## 9. Lender

Being hired through a Lender (a business entity such as an LLC or corporation) can provide advantages and help protect your long-term interests when partnering with brands. These benefits can include tax advantages, legal protections, payment flexibility, and the ability to use the SAG-AFTRA Influencer Agreement. We advise you to consult a qualified financial or legal professional to learn if this option is right for you.



## 10. Artificial Intelligence Protections

It's important to include language in your contract that specifically addresses the use of A.I. in connection with your voice, image and performance. A brand or agency partner may want the right to create a digital replica of you to generate new content or adjust your content, or ask to use your data to train a foundational model. Be sure to include a requirement for explicit and informed consent and negotiate additional compensation for any of these uses.



**Have questions or want to learn more about the SAG-AFTRA Influencer Agreement?**  
Reach out anytime to [influencer@sagaftra.org](mailto:influencer@sagaftra.org)

This information is provided for general information purposes only and should not be considered a substitute for the advice of your professional representatives.