

# UGC Creator Agreement

## Client Information:

Client Name: \_\_\_\_\_

Title/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Pricing and Services:

Package One

----\$

Package Two

----\$

Package Three

----\$

## Additional Add ons

ITEM HERE

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ITEM HERE

----\$

Package Price: \_\_\_\_\_ Taxes: \_\_\_\_\_ Total: \_\_\_\_\_

Additional Services: \_\_\_\_\_

Grand Total: \_\_\_\_\_ Deposit: \_\_\_\_\_ Balance Due: \_\_\_\_\_

## **Agreement/Jurisdiction:**

The person(s) whose signature(s) appear on this contract, known as "Client", agree that (BUSINESS NAME HERE) Name known as "CONTENT CREATOR", shall provide services the best of their abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. Client assumes responsibility for all collection costs and legal fees incurred should enforcement of this contract is broken.

## **Scope of Work:**

The Content Creator agrees to perform such consulting, advisory and related services specified in this agreement. *See Services.*

## **Services:**

The following services represent a complete list of Content Creators contractual obligations to the client:

- LIST SERVICE HERE

## **Term:**

Upon the signing of this agreement, the scope of work is defined in the Description of Services, and the agreement shall continue until the scope of work is completed.

## **Compensation:**

The Creator will Create Content for the Client's social media platforms. for a fee of YOUR RATE\$, a non refundable deposit of 50% of the final payment is due upon booking. Once the Content Creator has received payment and product where applicable the Content Creator will begin to work on Clients project.

The Creator will accept payment via YOUR PREFERRED METHOD HERE

In the event that the Client fails to pay the agreed date on the first of every month, the creator will cease to provide services until payment is received.

Once payment for the period has been made in full, the content creator will resume provision of services. Should a suspension of services occur, the complete payment will be necessary to resume services, a prorated amount will not be provided.

### **Late Fees:**

In the event that the Client fails to pay the Creator on time, the Creator will bill the Client YOUR RATE HERE\$ every day that the payment is late. All extra late fees will be invoiced to the client. They must be paid at the time of the final payment.

### **Revisions:**

The Creator will send the Client a written concept before creating the content. The client at this time is allowed ONE revision for the written concept. After the video/content is created the Client is allowed ONE revision for the video only. This does not include adding to the video or changing any part of the video. If the Client wants to do more then ONE revision there will be a flat fee of YOUR FEE HERE\$ per revision or any extra work to the video. All extra fees due to the revisions will be added to the Clients invoice. This must be paid at the time of the final payment.

### **Raw Footage:**

In the event that the Client wants Creators Raw Footage the Creator will charge YOUR RATE HERE\$ extra and will be added to the Clients Invoice. This must be paid at the time of the final payment.

### **Expenses and Shipping:**

The Client is responsible to pay any expenses including but not limited to product, shipping etc. All expenses must be related to the video/content incurred by the Creator during the creation of the video/content. All expenses must be paid at the time of the final payment.

### **Termination:**

If client terminates contract they will pay the creator for any work or expenses they incurred before the termination.

### **Exclusivity:**

The Client agrees that the Creator can take on other business activities and Clients during the contract period.

## **Rights to Created Content**

The creator will retain the right to all content created by them. If Client will be using content created by the Content Creator under paid content/ads the Client must pay YOUR AMOUNT HERE\$ per week of use.

The Creator will retain the right to use any and all content created by the Content Creator for the Client, for the purpose of (1) providing samples of the Content work or (2) instruction - including, but not limited to, presentations, lectures, webinars, and published material in any medium or (3) Content Creator has the right to post any content created to any social media platforms.

## **Force Majeure:**

Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, laws, proclamations, edits, ordinances or regulations, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties respective obligations hereunder shall resume. In the even the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

## **Independent Contractor:**

The Content Creator is considered an Independent Contractor. The Content Creator relationship with the Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. The Content Creator shall not be entitled to any of the benefits that the Client may make available to its employees, including, but not limited to, group health or life insurance, profit sharing, or retirement benefits, except as expressly stated in this Agreement. The Content Creator is not authorized to make any representation, contract, or commitment on behalf of the Client unless specifically requested or authorized in writing to do so by an executive officer of the Client.

## **Content Creation:**

All content will be written out and approved by Client before any videos or photos are created. Within 48 hours, you will be needed to sign-off or submit any revisions.

If Content Creator does not receive permission or submit a revision within the specified timeframe, The Content Creator will send you a reminder request. The Content Creator will only start working on the deliverables after the Client has approved the content.

## **Amendments and Addendums:**

This contract is to be considered complete and final. However, the field of social media is rapidly changing and said changes may necessitate amendment or addition to this contract. Should such a need arise, the amendment or addendum must be drawn up as a separate document, signed by both parties indicating their agreement, and a copy of this signed document must be provided to the Client and the Content Creator.

I have read, understand and agree to the terms and conditions of this Agreement.

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Content Creator

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Date

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Client

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Date