A logo with a blue and black design

AI-generated content may be incorrect.

**Influencer Agreement**

**Deal Sheet with Terms**

This Agreement is made by and between [hotel\_entity\_name] (“**Sonesta**” or “**Company**”) and the influencer (“**Influencer**” or “**You**”) indicated below. This agreement (“**Agreement**”) is entered into for Influencer to provide services in connection with Sonesta and/or a Hotel (as defined below). The services to be provided are described in this cover Deal Sheet, and the parties’ respective obligations will be governed by the Terms and Conditions attached as Exhibit A (“**Terms**”).

|  |  |
| --- | --- |
| Influencer | [influencer\_name] |
| Compensation | Company will provide You:   * [nights] consecutive nights’ complimentary accommodations at the Hotel (as defined below), to be used [accommodation\_dates], [room\_types]   + Check-in at [check\_in\_time] on [check\_in\_date]   + Check-out by [check\_out\_time] on [check\_out\_date] * Not included: Incidentals and gratuities |
| Media | [social\_media\_handles] |
| Territory | Worldwide |
| Term | [term\_dates] |
| Use Period | Perpetual, unless otherwise agreed |
| Hotel | [hotel\_name] [hotel\_address] |
| Program (name of initiative) | [program\_name] |
| Sonesta Address for Notice | Sonesta International Hotels Corporation  Two Newton Place  255 Washington Street, Suite 230  Newton, MA 02458  Attn: Legal Department |
| Exclusivity | During the Term and Use Period, Influencer will not write about or post/tweet, blog (whether or not sponsored) or otherwise perform services for any other hotel company. |
| Services | During the Term, you shall promote the company by publishing social media posts ("**Posts**") on your Media channel(s) in accordance with the below requirements:   * Minimum of [min\_posts\_per\_day] static posts per day on your most active social media platform during the following:   + each day spent traveling to Hotel,   + each day at Hotel, and   + the day of departure from Hotel   + You also may post [pre\_post\_days] days’ prior to or after your stay at the Hotel. * Content must tag Hotel ([hotel\_handle]) and the brand ([brand\_handle]). * Content must highlight the following Hotel feature(s):   + [features]. * Content must highlight the following Hotel promotion(s):   + [promotions]. |
| Approval of Posts | You shall submit all posts to Sonesta for approval before publishing and provide cadence for each post. |
| Communication | You will communicate regularly with Company leading up to content capture and throughout progress of the program as needed or requested by Company. |
| Reporting | You will provide analytics of each social post to Company within 7 days of publishing, including screenshots verifying metrics. Metrics TBD based on influencer & platform (in general, seeking reporting on impressions, views, engagement rate, video completion rate, etc.) |
| Company Re-Posts | Company retains the right to re-post on Company-owned channels any content posted by Influencer on behalf of Company. |
| Required Campaign Follows | Influencer must follow Hotel’s and Company’s handles ([hotel\_handle] and [company\_handle]) on applicable social media platforms and interact with Company’s posts featuring Influence. |
| Required Campaign Hashtags | You will tag Company’s hashtag(s) and use campaign hashtags [campaign\_hashtag] on all Program posts. |
| Approved Disclosures | #sponsored  #ad |
| Digital Copies | You must share a digital copy of the photography captured and used in Media with Hotel and/or Company for future Hotel and/or Company social media use. |
| Breach | If you fail to provide any Content under this Agreement, you will be subject to the provisions in section 8 of the Terms, and further, if a stay was involved, you will be responsible to pay / reimburse to Company the full price of the stay including all goods, products, food, drink, or other services that were otherwise provided without cost to you in connection with this Agreement. |

**[SIGNATURE PAGE FOLLOWS]**

COMPANY: INFLUENCER:

**[SONESTA INTERNATIONAL HOTELS [LEGAL NAME]**

**CORPORATION]**

By:

Print Name: Print Name:

255 Washington Street, Suite 230 Address:

Newton, MA 02458 City, State, Zip:

Telephone: (617) 421-5400 Home Phone:

Cell Phone:

E-mail:

EIN #:

Today’s Date:

**Exhibit A**

**Terms and Conditions**

1. **Services:** Your Services as outlined in the Deal Sheet will be in accordance with Company’s reasonable directions. Any other activities performed by you in conjunction with this Agreement must be approved in advance in writing by Company. Company may, at its sole option, require you to immediately cancel or suspend any of your activities which are not in accordance with such directions, which involve unapproved ancillary activities, or which are deemed, in the sole judgment of Company, to be injurious to the reputation or goodwill of Company.

1. **Grant of Rights:** 
   1. Likeness**.** You grant Company a fully paid up, unlimited, sub-licensable non-exclusive right and license, but not the obligation, to use, reproduce, publish, perform and display your name, photographs, image, likeness, professional background and experience, voice, performance, reputation, social media handles, quotes, testimonials, and other indicia (“**Likeness**”), in the Media and the Territory during the Use Period, in connection with Content and Influencer’s services.
   2. License to Use Marks. You grant Company an unlimited, exclusive, sub-licensable right and license, to use, edit, reproduce, publish, perform and display the name, trade name, domain name, trademarks, logos, and identifications associated with your social media accounts, including but not limited to Instagram, Facebook, TikTok, and Twitter Accounts and Blog, including, without limitation, username and account handle (“**Marks**”), for the duration of the Use Period and in the Media and Territory; provided, however, that all posts including the Marks posted during the Term may remain posted for archival purposes.
2. **Work Requirements:** You represent and warrant:
   1. You have the full right and power to enter into and perform this Agreement and to grant all rights granted to Company under this Agreement without the consent of any third party and are not limited by any agreements with other third parties.
   2. None of the content that you post under this Agreement (collectively, the “**Work**”) will violate, misappropriate, or infringe on any third-party rights including, but not limited to intellectual property, publicity and/or privacy rights, and will be performed in a competent and professional manner and to the best of your abilities.
   3. The Work will not include the name or likeness of any other individual and/or entity unless approved by Company. You will obtain all necessary permissions and releases from any such individuals and/or entities.
   4. The Work will be accurate, reflect your actual experiences and beliefs and will not be misleading.
   5. You acknowledge that you have read and agree to comply with all applicable provisions of the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising including, without limitation, that with respect to any statements, posts, or other media or activities in which you comment about Company or its services, you will identify your relationship with Company and disclose that you may receive benefits from Company. Disclosure should be clear and prominent and made in close proximity to any statements that you make about Company’s products or services. Disclosures are required regardless of any space limitations of the medium (e.g. Twitter), where the disclosure can be made via hashtags, e.g. #sponsored. Your posts and statements should always reflect Your honest and truthful opinions and actual experiences. You remain subject to Company’s right to require you to remove or discontinue any links to or mentions of Company. Moreover, Company reserves the right to review and monitor your disclosure practices and to require greater levels of disclosure, if and as determined by Company.
   6. You understand and agree that Company may comment on, reply to comments on or otherwise interact with the Work.
   7. You grant Company permission to amplify the Work with media investment or as otherwise instructed by Company and will provide prompt access to your social media channels for this purpose.
   8. Company has prior approval over all Work, and the timing and location thereof. All Work must be sent to Company for review and written approval from Company (email is fine) before you post.
   9. Your Work will comply with applicable law and will not: (a) be profane, violent, sexually explicit and/or derogatory, (b) promote alcohol, illegal drugs, weapons or a political agenda, (c) be obscene or offensive, or (d) convey a message or image that is damaging to Company’s positive image. You further represent and warrant that during, before and for thirty (30) days after the Term, You have not, and will not (y) participate in, commit or be alleged to have committed any felonious acts, any actions involving moral turpitude or other acts which is likely to, or (z) otherwise post or disseminate content that is likely to, bring Company or its products or services under public disrepute, contempt, scandal or ridicule, which shall be determined in Company’s sole discretion.
3. **Ownership/Use:** You will own the Work, excluding any and all rights in any of Company’s (or any of its affiliates’) names, logos or trademarks or any depictions or variants thereof or any materials that Company provides to You (“**Sonesta Content**”), but you may not assign or license any rights to the Work without Company’s prior written approval. You will not: (i) depict, describe, present or portray Company IP or Company in a manner that is disparaging, negative or denigrating or (ii) use the Work in connection with any Company competitors. Company shall have a right, at any time and in its sole discretion, to require that you remove any Work featuring Company IP and you agree to promptly remove such Work. You can only use Company IP in connection with this Agreement, unless Company agrees to other uses in writing.
   1. You grant Company the irrevocable, royalty-free, worldwide, sub-licensable right to use, reproduce, publish, perform, edit and display the Work and your Likeness as Company determines in any medium in connection with the Program during the Use Period, and for non-public corporate, archival, historical, or other internal purposes, presentations, industry awards, and publicity related thereto in perpetuity. You acknowledge and agree that your Work should not contain any third-party material. However, if your Work does contain third-party material, you agree that you have obtained all rights necessary to grant Company the forgoing rights in your Work. Your Work and other social media content posted during the Use Period that includes your Likeness may remain on social media sites past the Use Period, but no retweeting/reposting after the Use Period by Company is permitted, unless otherwise agreed upon. To the extent such content remains on a third-party site after the Use Period, you agree that Company does not have an obligation to require removal of such content.
4. **Confidentiality:** You understand that you may be exposed to information about Sonesta's products, services, advertising campaign, marketing/brand strategies and/or ideas that may not have been disclosed to the public. You shall keep all non-public information that Company provides to you, (or which otherwise becomes available to you) including the terms of this Agreement, strictly confidential. The obligation to maintain the confidentiality of such non-public information shall survive termination and continue for [NUMBER] years.
5. **Fraudulent Activity:** You, and anyone working on your behalf, represent and warrant that (a) you have not, and will not, artificially, fraudulently, intentionally, recklessly, unfairly or deceptively exaggerate, inflate or otherwise affect the size of your social media followings, subscribers, likes (or similar actions), shares (including retweets and regrams) or comments; (b) you have not, and will not, purchase followers, subscribers (including non-human followers or subscribers) or engagements (including likes, shares or comments) in exchange for anything of value; (c) you have not, and will not, purchase verification (collectively (a), (b) and (c), “**Fraudulent Activity**”); and (d) you will use all reasonable efforts to verify the authenticity of your followers, subscribers, likes, shares and comments and if you know, or have reason to believe, that the authenticity has been compromised, you will take immediate action to resolve the issue. If Company determines through verifiable means that you, and/or anyone working on your behalf, have engaged in Fraudulent Activity, Company may terminate this Agreement immediately with no further obligation to you. Upon such termination, you shall immediately remove any content created on behalf of Company.
6. **Indemnity:** You shall indemnify, defend and hold harmless Company and its parent, subsidiary, and affiliated companies and each of their officers, directors, representatives, agencies and employees, from and against any losses arising out of or relating to your breach of your obligations, or covenants set forth in this agreement including, but not limited to (i) any breach of contract or alleged breach or inaccuracy of any representation and warranty; (ii) any negligence, willful misconduct or violation of any laws, rules or regulations; (iii) any actual or alleged injury to any person (including death) or property to the extent caused in whole or in part by you or any third parties retained or used by you in connection with performance of the Services/Work; and/or (iv) any Work/Services infringing, misappropriating, or violating any third party’s intellectual property, privacy, publicity, statutory, legal, contractual, personal or other rights.
7. **Termination:** Company may terminate this Agreement upon five days written notice to you. Additionally, Company may immediately terminate this Agreement if you breach any representations, warranties and/or obligations in this Agreement. If Company terminates this Agreement due to your breach, Company will be entitled to the full price of the stay including all goods, products, food, drink, or other services that were otherwise provided without cost to you in connection with this Agreement. Upon termination, Company shall have no further obligations to you and may use your Likeness and all Work created prior to such termination as set out in this Agreement.
8. **Governing Law; Jurisdiction**: Massachusetts law and jurisdiction applies to this agreement and any related dispute, without giving any effect to conflicts of law principles. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, CLAIM OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING HEREUNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.
9. **Right to Injunction:** The parties acknowledge that the Services to be provided by Influencer under this Agreement and the rights and privileges granted to Company are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Influencer of any of the provisions of this Agreement will cause Company irreparable injury and damage. Influencer expressly agrees that Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Influencer.
10. **General:** You acknowledge and agree that Company has the right, but not the obligation, to use your Likeness and your Work and that Company has the right to cease the use of your Likeness and your Work at any time, in its sole discretion. You acknowledge that you are not an employee of Company and you are not entitled to any employee benefits. Additionally, you agree to expressly release and forever waive any and all claims which you may have against Company, and its affiliates and/or successors for any accident, personal injury, property damage, or loss of any kind suffered by you as a result of or arising from providing your Work, using any benefits received, and utilizing any services provided by Company under this Agreement. You shall not assign this Agreement. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the parties to this Agreement. In no event shall you be entitled to in any way enjoin or restrain the development, production, or other exploitation of the Program. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original. Delivery of an executed counterpart of a signature page by fax, pdf or electronic signature shall be as effective as delivery of a manually executed counterpart. This Agreement is the entire agreement between you and Company absent another written agreement.

**[END OF DOCUMENT]**