

Content Creation Agreement

This Content Creation Agreement (the "Agreement") is entered into on [Date], by and between SparkleFizz Co. ("Brand"), a fictitious beverage brand with its principal office at 123 Beverage Lane, Los Angeles, CA 90001, and Alex Thompson ("Content Creator"), an independent contractor with an address at 456 Content Street, Los Angeles, CA 90002.

1. Scope of Work

1.1 Content Creation: Content Creator agrees to create and deliver one high-quality, professionally photographed image featuring SparkleFizz Co.'s flagship beverage, SparkleFizz Original Citrus ("Product"). This image shall capture the Product in a setting that emphasizes its vibrant, refreshing qualities and positions it as an ideal, premium summer beverage.

1.2 Creative Direction and Specifications:

- Theme: The image should evoke feelings of refreshment, summer, and enjoyment in a bright, open setting.
- Environment: Photograph the Product in a sunny outdoor location, such as a picnic setup or poolside table, surrounded by natural elements (e.g., citrus fruits, ice, fresh herbs). Alternatively, an indoor setup near a bright, sunlit window is acceptable if it maintains the light and vibrant feel.
- Styling: The SparkleFizz Original Citrus bottle should be clean, condensation-covered, and visually emphasized as the focal point. Accompanying props should be complementary, including glassware with ice cubes, citrus slices, or other suitable decor.
- Mood: The image should be lively and energetic, with warm or neutral colors, capturing the Product as the perfect choice for a summer refreshment. A hand holding or pouring the drink is optional but encouraged for added engagement.
- Branding: Ensure that the SparkleFizz label is clearly visible, without obstructions or blurriness, and positioned to showcase the logo and product name prominently.

1.3 Deliverables: The Content Creator shall deliver:

- Primary Image: One (1) high-resolution, unfiltered photo as described above.
- Social Media Adaptations: Two (2) additional cropped versions optimized for Instagram (square) and Story (portrait) formats.
- File Formats: Provide files in .jpeg and .png formats, with resolution suitable for digital and print usage.

1.4 Usage: Brand may use the image across social media channels, websites, digital advertising, and other marketing materials. Brand shall credit Content Creator where possible.

2. Compensation

2.1 Payment: As full compensation for the services provided under this Agreement, Brand shall pay Content Creator \$10. Payment will be made within 30 days of the Content Creator's submission of the final image and upon Brand's approval of the deliverables.

2.2 Expenses: Content Creator shall be responsible for all expenses incurred in the production of the image unless otherwise agreed upon in writing by both parties.

3. Content Delivery and Approval

3.1 Timeline: Content Creator agrees to submit the final image to Brand by [Submission Date]. If revisions are required, Brand shall notify Content Creator within 7 days of submission.

3.2 Revisions: One (1) revision is included if the initial deliverable does not meet Brand's standards or specifications as outlined in Section 1.

4. Ownership and Licensing

4.1 Ownership: Content Creator retains ownership of the original image. However, Content Creator grants Brand a non-exclusive, perpetual, worldwide license to use, display, reproduce, and distribute the image for marketing and promotional purposes as outlined in Section 1.3.

4.2 Credit: Brand shall credit Content Creator as the photographer in any digital or print publication of the image, where applicable.

5. Representations and Warranties

5.1 Content Creator represents and warrants that the image will be original and will not infringe on any third-party rights.

6. Independent Contractor

Content Creator is acting as an independent contractor, not as an employee of Brand. Nothing in this Agreement shall be interpreted to establish an employment relationship, joint venture, or partnership between the parties.

7. Confidentiality

Both parties agree to maintain confidentiality regarding any proprietary information shared for the purpose of creating the content, including any unreleased product details or marketing strategies.

8. Governing Law

This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law principles.

Signatures

By signing below, both parties agree to the terms outlined in this Agreement.

SparkleFizz Co. (Brand):

Signature: _____

Name: [Brand Representative's Name]

Title: [Title]

Date: _____

Alex Thompson (Content Creator):

Signature: _____

Date: _____

This Agreement serves as a binding contract between SparkleFizz Co. and Alex Thompson for the creation of content as described above.