

User-Generated Content (UGC) Agreement

Template for Brands Hiring Creators

v1.0 — 2026

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(1) Have the document reviewed by qualified legal counsel familiar with applicable laws including FTC endorsement guidelines, state consumer protection laws, and platform-specific content policies; (2) Customize all bracketed placeholders [LIKE THIS] with deal-specific terms; (3) Verify that all referenced laws and regulations remain current as of the contract date; (4) Consider any industry-specific requirements (e.g., pharmaceutical, financial services, alcoholic beverages, gambling) that may impose additional obligations.

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This User-Generated Content Agreement ("Agreement") is entered into as of [EFFECTIVE DATE] ("Effective Date") by and between:

BRAND: [BRAND LEGAL NAME], a [STATE OF INCORPORATION] [ENTITY TYPE], with its principal place of business at [BRAND ADDRESS] ("Brand"); and

CREATOR: [CREATOR LEGAL NAME], an individual residing at [CREATOR ADDRESS], operating under the social handle(s) [@CREATOR_HANDLES] ("Creator").

Brand and Creator may each be referred to as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. Scope of Engagement

1.1 Engagement. Brand engages Creator to produce, deliver, and (where specified in Section 3) post original user-generated content ("Content") in connection with Brand's products and/or services, in accordance with the terms of this Agreement and the campaign brief attached as Exhibit A ("Campaign Brief").

1.2 Independent Contractor. Creator is engaged as an independent contractor. Nothing in this Agreement creates an employer-employee, partnership, joint venture, or agency relationship between the Parties. Creator is solely responsible for all taxes, withholding, benefits, insurance, and other obligations arising from compensation received hereunder.

1.3 Non-Exclusivity. Except as expressly set forth in Section 6 (Exclusivity), this Agreement is non-exclusive. Each Party retains the right to enter into similar agreements with third parties.

2. Deliverables

2.1 Specified Deliverables. Creator shall produce and deliver the content specified below ("Deliverables"):

- [NUMBER] Instagram Feed Post(s)
- [NUMBER] Instagram Reel(s) — [DURATION] seconds each
- [NUMBER] Instagram Story Frame(s)
- [NUMBER] TikTok Video(s) — [DURATION] seconds each
- [NUMBER] YouTube Video(s) — [DURATION] minutes each
- [NUMBER] YouTube Short(s)
- [NUMBER] Raw Video File(s) — unedited, [SPECIFICATION]
- [NUMBER] Photo Asset(s) — [SPECIFICATION]
- Other: [DESCRIBE]

2.2 Technical Specifications. All Deliverables must meet the technical specifications described in the Campaign Brief, including but not limited to resolution, aspect ratio, file format, audio quality, and runtime.

2.3 Delivery Schedule. Creator shall deliver Drafts (defined below) for Brand review on or before [DRAFT DELIVERY DATE]. Final, approved Deliverables shall be delivered to Brand on or before [FINAL DELIVERY DATE]. Where Posting Obligations apply (Section 3), Creator shall post the approved content on or before [POSTING DATE].

3. Posting Obligations

3.1 Platforms. If selected, Creator shall post approved Deliverables on the following platforms and maintain such posts publicly available for the duration specified in Section 5 (Usage Rights):

- Instagram (@[CREATOR HANDLE])
- TikTok (@[CREATOR HANDLE])
- YouTube ([CHANNEL])
- Other: [SPECIFY]

3.2 Captions and Tagging. Posted content shall include (a) the caption text approved by Brand in writing, (b) tags of Brand's official account(s) including @[BRAND HANDLE], (c) hashtags including [#HASHTAGS], and (d) all required FTC and platform-mandated disclosures (see Section 8).

3.3 Removal. Creator shall not remove, archive, restrict the visibility of, or modify any posted Content during the term specified in Section 5 without Brand's prior written consent, except as required by applicable law or platform policy.

4. Compensation and Payment

4.1 Total Fee. As full compensation for the Deliverables and the rights granted under this Agreement, Brand shall pay Creator a total fee of \$[AMOUNT] USD ("Fee").

4.2 Payment Schedule. The Fee shall be paid as follows:
(a) [PERCENTAGE]% upon execution of this Agreement;

- (b) [PERCENTAGE]% upon Brand's approval of the final Deliverables;
- (c) Any remaining balance within [NUMBER] days following completion of all Creator obligations.

Alternative: Brand shall pay 100% of the Fee within [NUMBER] days following Brand's approval of the final Deliverables and Creator's posting of approved content (where applicable).

4.3 Method of Payment. Payment shall be made via [PAYMENT METHOD: bank transfer / ACH / PayPal / platform escrow]. Creator is responsible for any platform-level fees, currency conversion costs, or third-party processing charges deducted from the Fee.

4.4 Expenses. Unless otherwise specified in the Campaign Brief, Creator is responsible for all costs incurred in producing the Deliverables, including but not limited to equipment, props, location fees, talent fees, and travel.

4.5 Taxes. Creator is responsible for all taxes owed on the Fee. Brand will issue a Form 1099-NEC (or equivalent applicable tax document) for total compensation meeting the relevant reporting threshold.

5. Usage Rights and License

5.1 Grant of License. Subject to the payment of the Fee, Creator grants Brand a license to use the Content as specified below ("Usage License"):

5.2 License Scope. Select the applicable license type:

ORGANIC-ONLY: Brand may repost the Content on Brand's own organic social media channels for [NUMBER] months from the Posting Date. No paid promotion of the Content is permitted.

ORGANIC + PAID: Brand may use the Content (a) on Brand's organic social media channels and (b) as paid advertising creative on platforms including but not limited to Meta (Facebook, Instagram), TikTok, YouTube, Pinterest, and X. License duration: [NUMBER] months from the Posting Date.

FULL COMMERCIAL: Brand may use the Content for any commercial purpose including organic and paid social, website content, email marketing, out-of-home advertising, packaging, and retail materials. License duration: [NUMBER] months from the Posting Date.

PERPETUAL BUYOUT: Brand acquires a perpetual, worldwide, royalty-free license for all commercial uses. Additional Fee: \$[BUYOUT AMOUNT].

5.3 Territory. The Usage License is granted for use in [TERRITORY: e.g., United States / North America / Worldwide].

5.4 Whitelisting (Paid Amplification by Brand Through Creator's Account). If selected, Creator authorizes Brand to run paid advertising through Creator's social media account(s) using the Content (commonly called "whitelisting," "Spark Ads," or "branded content ads"). Whitelisting duration: [NUMBER] months. Creator shall provide Brand with the necessary access codes or platform permissions within [NUMBER] business days of Brand's written request.

5.5 Reservation. Creator retains ownership of the underlying copyright in the Content. All rights not expressly granted to Brand are reserved by Creator.

5.6 No Sublicense. Brand may not sublicense, sell, or transfer the Usage License to any third party without Creator's prior written consent, except to Brand's authorized advertising agencies, paid media partners, or affiliated entities acting on Brand's behalf.

6. Exclusivity

6.1 Category Exclusivity. During the period beginning on the Effective Date and ending [NUMBER] days after the Posting Date ("Exclusivity Period"), Creator shall not create, publish, or post content promoting any competing product or service in the following category: [DEFINE COMPETITIVE CATEGORY — e.g., "direct-to-consumer skincare brands," "wireless earbuds," "meal kit delivery services"].

6.2 Named Competitors. The following specific brands are designated as competitors for purposes of this Section: [LIST NAMED COMPETITORS, OR WRITE "None"].

6.3 No Exclusivity. Check this box if no exclusivity restrictions apply. If checked, Sections 6.1 and 6.2 are deleted in their entirety.

6.4 Pre-Existing Obligations. Nothing in this Section restricts Creator's pre-existing brand partnerships disclosed to Brand in writing before the Effective Date.

7. Content Approval and Revisions

7.1 Drafts. Creator shall deliver draft versions of all Deliverables ("Drafts") to Brand for review and approval before posting or final delivery. Drafts shall be delivered via [SPECIFY METHOD: email / shared drive / platform].

7.2 Review Period. Brand shall provide written feedback within [NUMBER, typically 3-5] business days of receiving each Draft. Failure to respond within this period shall constitute approval of the Draft as submitted.

7.3 Revisions. Creator shall accommodate up to [NUMBER, typically 2-3] rounds of reasonable revisions per Deliverable at no additional cost. Brand requests for additional revisions beyond this allowance, or revisions that materially alter the scope of the Deliverables, shall be subject to additional fees agreed in writing by the Parties.

7.4 Final Approval. Brand's written approval of a final Draft constitutes authorization to post or deliver the Content. Once posted with Brand approval, Brand may not require Creator to remove, retract, or alter the Content except as required by applicable law or platform policy.

8. FTC Compliance and Required Disclosures

8.1 Material Connection. Creator acknowledges that the relationship between Brand and Creator constitutes a "material connection" under the U.S. Federal Trade Commission's Endorsement Guides (16 C.F.R. Part 255).

8.2 Required Disclosures. All posted Content shall include clear and conspicuous disclosure of the material connection, in compliance with FTC guidance and applicable platform policies. Acceptable disclosure language includes "#ad," "#sponsored," "paid partnership with [BRAND]," or substantially similar language placed at or near the beginning of the caption or otherwise in a manner unlikely to be missed by viewers.

8.3 Platform-Specific Disclosures. Creator shall use platform-provided disclosure tools where available, including but not limited to:

- (a) Instagram's "Paid Partnership" tag;
- (b) TikTok's "Branded Content" toggle;
- (c) YouTube's "Includes paid promotion" video disclosure.

8.4 Honest Endorsement. Creator's representations about Brand's products or services must reflect Creator's honest opinion and actual experience. Creator shall not make any factual claims about Brand's products or services that are not substantiated by information provided by Brand or independently verifiable.

8.5 International Disclosure Compliance. Where the Content is reasonably expected to reach audiences outside the United States, Creator shall comply with applicable advertising disclosure laws in those jurisdictions, including but not limited to the UK Competition and Markets Authority guidance, EU Unfair Commercial Practices Directive, Canada's Competition Bureau guidance, and Australia's Influencer Code of Conduct.

8.6 Prohibited Content. Creator shall not include in any Content: false or misleading claims; content that violates platform community guidelines; content that infringes any third party's rights; content depicting illegal activity; or content unsuitable for the audience demographics of the platform on which it is posted.

9. Intellectual Property

9.1 Brand IP. Brand grants Creator a limited, revocable license to use Brand's trademarks, product images, brand assets, and other intellectual property ("Brand IP") solely for the purpose of producing the Deliverables under this Agreement. All Brand IP remains the exclusive property of Brand.

9.2 Creator IP. Creator retains all rights, title, and interest in the Content, subject only to the Usage License granted in Section 5. Creator's name, likeness, voice, and persona are licensed to Brand solely for use within the scope of the granted Usage License.

9.3 Third-Party Materials. Creator shall not include in the Content any third-party copyrighted material (including music, video clips, photographs, or text) without securing all necessary licenses and providing Brand with written documentation of such licenses upon request. This includes music available through platform-provided commercial music libraries — Creator is responsible for confirming that any music used is licensed for sponsored/commercial content on the relevant platform.

10. Representations, Warranties, and Indemnification

10.1 Creator Representations. Creator represents and warrants that:

- (a) Creator has full legal capacity to enter into this Agreement;
- (b) Creator is not subject to any contractual or other restriction that would prevent performance of this Agreement;
- (c) Creator is the sole creator and owner of the Content (excluding licensed third-party elements), or has obtained all necessary rights to grant the licenses provided herein;
- (d) The Content does not and will not infringe any third party's intellectual property, privacy, publicity, or other rights;
- (e) Creator has obtained all necessary releases from any individuals appearing in or referenced in the Content;
- (f) The Content complies with all applicable laws and platform policies;
- (g) Creator is at least 18 years of age (or has provided legal guardian consent and any required minor-talent permits if applicable).

10.2 Brand Representations. Brand represents and warrants that:

- (a) Brand has the right and authority to enter into this Agreement;
- (b) Brand IP provided to Creator does not infringe any third party's rights;
- (c) Any factual claims, product information, or substantiation Brand provides to Creator are true, accurate, and not misleading.

10.3 Mutual Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party from any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from the indemnifying Party's breach of its representations or warranties herein, or from its negligent or willful misconduct in connection with this Agreement.

11. Confidentiality

11.1 Confidential Information. Each Party shall maintain in confidence any non-public information disclosed by the other Party that is marked confidential or that a reasonable person would understand to be confidential ("Confidential Information"), including but not limited to product information, marketing strategy, campaign briefs, pricing, and audience data.

11.2 Permitted Disclosure. Confidential Information may be disclosed only (a) to the receiving Party's employees, agents, and contractors on a need-to-know basis under confidentiality obligations no less protective than this Section; or (b) as required by law, court order, or governmental authority, provided the receiving Party gives prompt notice where legally permissible.

11.3 Duration. The confidentiality obligations of this Section shall survive for two (2) years following termination of this Agreement, except for trade secrets, which shall be protected for as long as they remain trade secrets under applicable law.

11.4 Public Announcement. Neither Party shall make a public announcement of the partnership without the other Party's prior written consent, except that Brand's tagging of Creator and Creator's tagging of Brand within the Content itself is expressly permitted.

12. Term, Termination, and Default

12.1 Term. This Agreement begins on the Effective Date and continues until all obligations have been performed, except for those obligations that expressly survive termination (including the Usage License, Sections 5, 9, 10, 11, and 13).

12.2 Termination for Convenience. Brand may terminate this Agreement at any time before posting by providing written notice. In such event, Brand shall pay Creator (a) a kill fee equal to [PERCENTAGE]% of the Fee if termination occurs before Draft delivery, or (b) [PERCENTAGE]% of the Fee if termination occurs after Draft delivery but before Brand approval.

12.3 Termination for Material Breach. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within [NUMBER, typically 7-14] days of written notice describing the breach.

12.4 Effect of Termination. Upon termination:

- (a) Creator shall deliver all Content produced to date;
- (b) Brand shall pay Creator any earned but unpaid Fee, prorated by Deliverables completed and accepted;
- (c) The Usage License survives only with respect to Content for which Creator has been paid in full.

12.5 Crisis Termination. Either Party may immediately terminate this Agreement and require removal of all posted Content if the other Party becomes the subject of a public scandal, criminal charges, or other circumstance that the terminating Party reasonably believes would cause material reputational harm by association ("Morality Clause").

13. Governing Law and Dispute Resolution

13.1 Governing Law. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict of laws principles.

13.2 Informal Resolution. The Parties shall attempt in good faith to resolve any dispute through informal discussions for a period of at least thirty (30) days before initiating any formal proceeding.

13.3 Arbitration. [] If selected, any unresolved dispute shall be settled by binding arbitration under the rules of the American Arbitration Association in [CITY, STATE], with the prevailing Party entitled to recover reasonable attorneys' fees.

13.4 Jurisdiction. [] If arbitration is not selected, the Parties consent to the exclusive jurisdiction of the state and federal courts located in [COUNTY], [STATE].

14. General Provisions

14.1 Entire Agreement. This Agreement (including the Campaign Brief attached as Exhibit A) constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior negotiations, agreements, and understandings.

14.2 Amendment. This Agreement may be amended only by a written instrument signed by both Parties.

14.3 Waiver. The failure of either Party to enforce any provision shall not be construed as a waiver of that provision or of the right to enforce it later.

14.4 Severability. If any provision of this Agreement is held unenforceable, the remaining provisions shall continue in full force and effect.

14.5 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that Brand may assign to a successor in interest in connection with a merger, acquisition, or sale of substantially all of its assets.

14.6 Notices. All notices under this Agreement shall be in writing and delivered by email to the addresses set forth below, or by recognized overnight courier to the addresses set forth in the preamble. Email notices are deemed received upon confirmed delivery.

Brand notice email: [BRAND EMAIL]

Creator notice email: [CREATOR EMAIL]

14.7 Counterparts; Electronic Signature. This Agreement may be executed in counterparts (including by electronic signature platforms such as DocuSign or HelloSign), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BRAND:

[BRAND LEGAL NAME]

CREATOR:

[CREATOR LEGAL NAME]

Signature

Signature

Print Name & Title

Print Name

Date

Date

EXHIBIT A — CAMPAIGN BRIEF

[Attach campaign brief here, or describe campaign details below.]

Campaign Name: _____

Campaign Goal: _____

Key Messages: _____

Brand Voice / Tone Notes: _____

Required Hashtags: _____

Required Tags: _____

Approved Caption Themes: _____

Prohibited Topics or Language: _____

Reference Content Examples: _____

Brand Style Guide / Asset Links: _____