

Sponsorship Agreement Starter Kit

Protect Your Brand. Know What You're Signing.

By Lex Nova Lawyer x Thoolie

This isn't a template — it's better.

It's the legal insight no contract generator or free resource gives you — because it's written by a real entertainment lawyer who actually negotiates these deals.

✨ What's Inside:

- 🔍 10 Must-Know Clauses in Plain English
 - 🚩 Red Flag Decoder: Language That Screams “Run”
 - ✅ The Deal Checklist: What to Ask Before You Sign
 - 🧠 Built for Creators, Backed by Legal Expertise
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CLAUSE-BY-CLAUSE BREAKDOWN

Each section includes:

- What it is
 - What brands try to sneak in
 - What you *should* be asking for
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1. Usage Rights

What it is: What the brand can do with your content, where, and for how long.

Red flag:

“In perpetuity, in all media now known or hereafter devised.”

What to ask for:

- ✓ Limit use to 3–6 months, named platforms only (e.g. “Instagram + Meta Ads only”).
 - ✓ Require re-approval for extensions.
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2. Exclusivity

What it is: A restriction that prevents you from working with competitors.

Red flag:

*“Exclusivity in the skincare category for 12 months.”
(No list of competitors. No platform limitation.)*

What to ask for:

- ✓ Shorter exclusivity (30–60 days).
 - ✓ Specific competitors named.
 - ✓ Platform limits (e.g. “TikTok only”).
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3. Whitelisting / Dark Posting

What it is: The brand boosts your post using your handle, without it appearing on your feed.

Red flag:

“Brand may use influencer content for paid promotion across any platform.”

What to ask for:

- ✓ Whitelisting term (e.g., 30–60 days).
 - ✓ No changes to caption/image without written approval.
 - ✓ Platform-specific limits.
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4. Deliverables

What it is: What you’re expected to create and post.

Red flag:

“All content created during the collaboration belongs to the brand.”

What to ask for:

- ✓ Only final, approved posts are included.
 - ✓ Unused takes, drafts, and BTS footage are yours.
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5. Edits + Approvals

What it is: Whether the brand can tweak your content or must get your OK.

Red flag:

“Content may be edited at brand’s sole discretion.”

What to ask for:

- ✓ Written approval required for any edits.
 - ✓ Limit edits to minor cropping or formatting only.
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6. Payment Terms

What it is: How and when you get paid.

Red flag:

“Within 90 days of brand approval.”
(You could wait months or never get approval.)

What to ask for:

- ✓ Net 15 or Net 30 from post date.
 - ✓ Late fees for unpaid invoices.
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7. FTC Disclosures

What it is: The brand's and your responsibility to disclose paid partnerships.

Red flag:

"Influencer is solely responsible for complying with all applicable guidelines."

What to ask for:

- ✓ Brand shares responsibility for FTC compliance.
 - ✓ Language like "#ad," "Paid partnership," or "sponsored" is pre-agreed.
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8. Exclusivity Penalties

What it is: What happens if you break exclusivity.

Red flag:

"If influencer violates exclusivity, they agree to refund all payments and damages."

What to ask for:

- ✓ Cure period — you get notified first.
 - ✓ Penalty capped (e.g., no more than contract value).
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9. Term & Termination

What it is: When the contract starts, ends, and how either side can back out.

Red flag:

"This agreement shall remain in effect indefinitely unless terminated by the brand."

What to ask for:

- ✓ Defined term (e.g., "60 days from first post").
- ✓ Right to terminate with reasonable notice.

10. Content Ownership

What it is: Who legally owns the content.

Red flag:

“All content created is work-for-hire and belongs to the brand.”

What to ask for:

- ✓ You retain copyright, and grant a limited-use license.
- ✓ If work-for-hire, increase the rate significantly.

► RED FLAG DECODER

Common phrases that scream *Don't Sign Yet:*

What They Say	What They Mean
“Standard influencer agreement”	You're not supposed to read this.
“Let's just get started, we'll figure out the contract later”	🚩 Run. Verbal deals don't protect you.
“Exposure opportunity”	You're getting paid in likes.
“Unlimited usage”	They'll use your face forever, for free.
“You don't need a lawyer for this”	They don't want you to read it too closely.

PRE-DEAL CHECKLIST

Ask these 10 questions before signing any brand deal:

1. What content is being licensed — just my final post or more?
2. For how long can they use it?
3. Where can they use it? (Platforms? Ads?)
4. Can they edit or boost my post?
5. Is the deal exclusive? In what category?

6. What exactly do I need to deliver — and when?
 7. What happens if I'm late or need to reshoot?
 8. What's the payment schedule?
 9. Do I retain copyright?
 10. Is there a written clause about FTC compliance?
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Final Tip from Lex Nova Lawyer

You don't need to "just be grateful" for brand deals. You're building a business.
Know your worth. Know your rights. And never sign blind.