

UGC & Influencer Deal Checklist

What Brands Want vs. What Talent Needs to Protect

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This checklist walks through key contract terms — from *exclusivity* to *whitelisting* — in plain English. Whether you’re a brand rep, influencer, or lawyer for either side, this helps you negotiate smarter, faster, and with fewer regrets.

Contract Term Comparison Table

<i>Term</i>	Brand Perspective	Talent Perspective	Negotiation Tip
<i>Usage Rights</i>	Wants broad, perpetual rights across platforms and campaigns.	Wants to limit use (platform, duration, and context).	Talent: Cap usage to 6–12 months + specific platforms. Charge more for perpetual.
<i>Exclusivity</i>	Wants talent to avoid promoting competitors during campaign.	Worried about being blocked from future paid deals.	Narrow the exclusivity: define category, term, and platform clearly.
<i>Whitelisting / Dark Posting</i>	Wants to boost posts under influencer’s handle (in paid ads).	Concerns about losing control over <i>how</i> content is used or boosted.	Require review/approval rights and cap duration for whitelisting.
<i>Term / Duration</i>	Wants longer use (often forever).	Wants shorter term or more money for long-term use.	Set clear start + end dates. Anything over 1 year = higher rate.
<i>Edits / Alterations</i>	Wants to edit or repurpose content freely.	Wants to protect brand voice + reputation .	Require approval for edits. Limit to minor cropping or trimming.
<i>Exclusivity Period</i>	May sneak in 6–12 month industry-wide lockout.	Doesn’t want to unknowingly lose income.	Redline overly broad language like “related brands” or “competitors.”
<i>Content Ownership</i>	May assume ownership once delivered.	Often assumes they still own the content.	Clarify: is this a license or a work-for-hire ? (Tip: Most UGC should be a license.)
<i>Deliverables</i>	Wants precise content — # of posts, format, platform.	Wants creative control + clarity on expectations.	Spell out platform, post type, length, revision rights.

<i>Exclusivity Enforcement</i>	May demand take-downs if exclusivity breached.	May be unaware or disagree on what counts as breach.	Define scope, penalties, and cure period before take-downs.
<i>FTC Disclosures</i>	Wants compliance but may not guide on best practices.	Is liable if fails to disclose properly.	Always include: “#ad,” “Paid partnership,” and platform-specific disclosures.
<i>Payment Terms</i>	May delay or spread over milestones.	Wants clear payment schedule and net terms.	Set Net 15–30 standard. Add a late fee clause.

BONUS: Sample Clause (Whitelisting)

“Influencer grants Brand the right to promote the Licensed Content through paid amplification (e.g., whitelisting or dark posting) for a period of 60 days from the initial post date. All paid promotion must retain original caption and tagging unless approved in writing by Influencer.”

Add-On Tips for Lawyers & Managers

-  Attach this chart to your **contract review email** when negotiating brand deals.
-  Use it to train **junior agents or assistants** on deal points.
-  Refer to this in your pitch deck or explainer as proof you “know your stuff.”