



# From Pitch to Payment: The Ultimate Guide to Influencer Brand Deal Contracts

THE ESSENTIALS THAT YOU NEED TO KNOW

Plus Extra! Tips To Help You Level Up Your Deals!



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# What's Your Niche? How To Secure a Brand Deal

The Shangri-La of every influencer is a constant stream of income from brand deals and partnerships! Influencer marketing has become a billion dollar industry. Many companies now dedicate a separate marketing budget for it!

Don't count yourself out! According to the 2024 Influencer Marketing Benchmark Report, 69% of brands says they intend to use nano- (<15k followers) and micro-influencers (15k-75k followers) more!

So how do you get in on the action? Many influencers attest that success come from deliberate strategizing and understanding your unique appeal. This means deliberate content creation with an eye for your own demographics, engagement, and analytics. It also means following and engaging with brands to stay on their radar!

For niche creators in certain verticals - outdoor survival, tech gadgets, fashion & makeup, etc - this may come naturally. For broader lifestyle creators, you'll need to develop a strategy along the way. Look at your current following's demographics and sculpt your direction from there!





## Build Out Your Influencer Media Kit!

One beautiful reality of brand deals is that as you grow your following and secure your first deals, eventually you won't need to pitch yourself. Other brands will take notice and begin soliciting you instead! But whether you're pitching yourself or being pitched to, one thing you'll need to streamline your deals is an effective media kit. A media kit functions as a portfolio for your social media brand, like a sizzle reel in the acting world. Ideally, it should catch the eye and convince the brand's marketing team that your reach, content, and aesthetic could boost sales!

Your media kit should contain information about yourself, your channels, your audience, and why the brand should choose you over other influencers. It's an opportunity to sell yourself and show the brand's representatives your authentic communication style. You should expect brands to want your analytics as well - stats about demographics unique impressions, views, engagement rates. etc. Give it the same attention to aesthetic and hooks as you do your posts and you'll be ok!

On the next page, we'll point you towards influencer experts where you can learn more!

# Pitching the Perfect Pitch?

You'll often send a "pitch" along with your media kit. A pitch is like a cover letter and includes a little bit about you, what you love about the brand, your unique value, and if possible any notable achievements.

A few helpful pointers:

1. Show off your personality and energy!
2. Include why your audience would love their brand
3. Match elements of the brand's style, tone, and keywords
4. Highlight metrics or analytics relevant to the brand
5. Mention specific content or campaign ideas
6. Keep it a reasonable length (2-4 paragraphs)
7. End with a tailored CTA (like a soft call or meeting)

And remember, your pitch is a stepping stone! Keep the tone professional and polite so you can re-pitch if necessary when your following and reach grow.

Also, check out these experts for more actionable advice!



## **Dani Rodriguez ([www.dani\\_the\\_explorer.com](http://www.dani_the_explorer.com))**

Dani the Explorer offers helpful articles ([like this one on pitching brands](#)) as well as an [Influencer Media Kit Template](#) (for a small fee) She also offers a complete Influencer Boot Camp course for the uninitiated



## **Katie Steckly ([www.katiesteckly.com](http://www.katiesteckly.com))**

Katie creates for creators and is a resource mine of actionable tips videos for content creators. Her free (and paid) resources include a Canva Media Kit template. She also runs her own media company, Creatorly.



## **Shane Barker ([www.shanebarker.com](http://www.shanebarker.com))**

Shane is a deep ocean dive digital marketing resource. He gets into the nitty-gritty academics and statistics of what makes digital content work. [His article on Media Kits](#) will show you what I mean.



## **Hayley Ivers ([www.hayleyivers.com](http://www.hayleyivers.com))**

If chic and fashionable is your niche, Hayley's a perfect fit for you! Her "How to Influence" content like these [influencer media kit templates](#) are super helpful, especially if elegant aesthetic is your thing!

# The Nuts & Bolts of Your Brand Contract

You've got your deal lined up, now on to the contract! As contract lawyers, we'll cover the nuts and bolts through the rest of the guide.

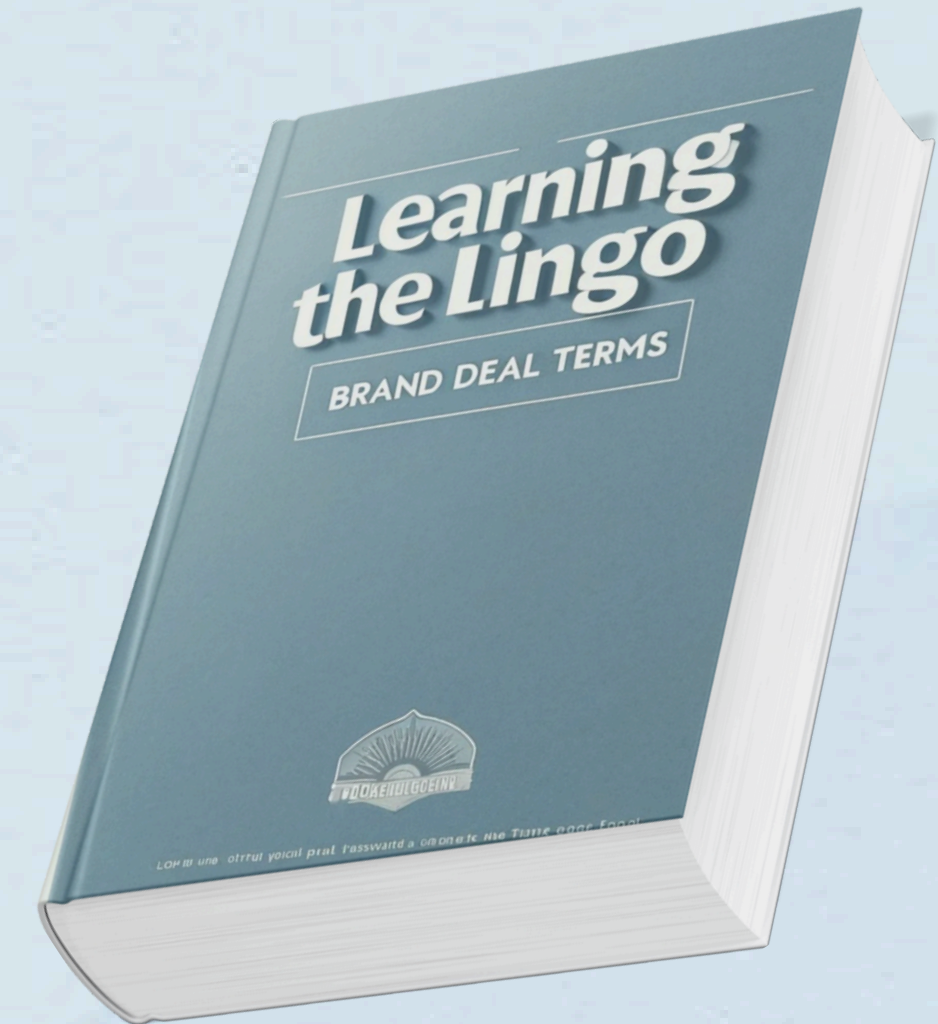
Click on a section to skip forwards. We hope you learn something new!

- ✓ [Learn the Lingo: Brand Deal Terminology](#)
- ✓ [Scope Out The Brand : Do Your Due Diligence!](#)
- ✓ [Determine Your Payment Structure & KPIs](#)
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# Learn the Lingo : Brand Deal Terms

Every business has its buzzwords! Here are brand deal terms to know that are helpful to understand, even if not explicitly in your contract.



|   |  |  |   |  |
|---|--|--|---|--|
| <b>Verticals</b>  | <b>ROC</b>   | <b>Flight</b>  | <b>Net Pay</b>  |  |
| Your areas of influence or expertise (e.g. beauty, tech, fitness, fashion, lifestyle)                 | “Run of Campaign” is the strategy plan for the entire campaign, a general outline of the whole run                         | Shorter windows of time within the ROC, typically with high concentrations of active promotion         | The allotted time to get paid after submitting an invoice. (e.g. Net 30 = 30 days after invoicing)                |  |
| <b>Touchpoints</b>  | <b>Seeding</b>   | <b>Net Influencer</b>  | <b>EMV</b>  | <b><u>Whitelisting</u></b>   |
| Specific moments of interactions with your audience. Each content piece might represent a touchpoint. | The practice of sending influencers free goods in hopes of free promotions. Often done to test fit and build relationships | An influencer with a smaller audience but higher engagement rates, highly attractive to certain brands | “Earned Media Value” is a metric comparing your content reach with the equivalent cost in traditional advertising | When brands run their own ads through your account to generate reach right outside your following, should be contracted separately |

# Scope Out the Brand: Do Your Due Diligence!

Not all brand deals are the same because not all brands are the same! No matter your experience level, you should make a habit of doing your due diligence of researching the brand prior to contracting. This is an opportunity to reflect on your deal and can even turn up dealbreakers in the process.

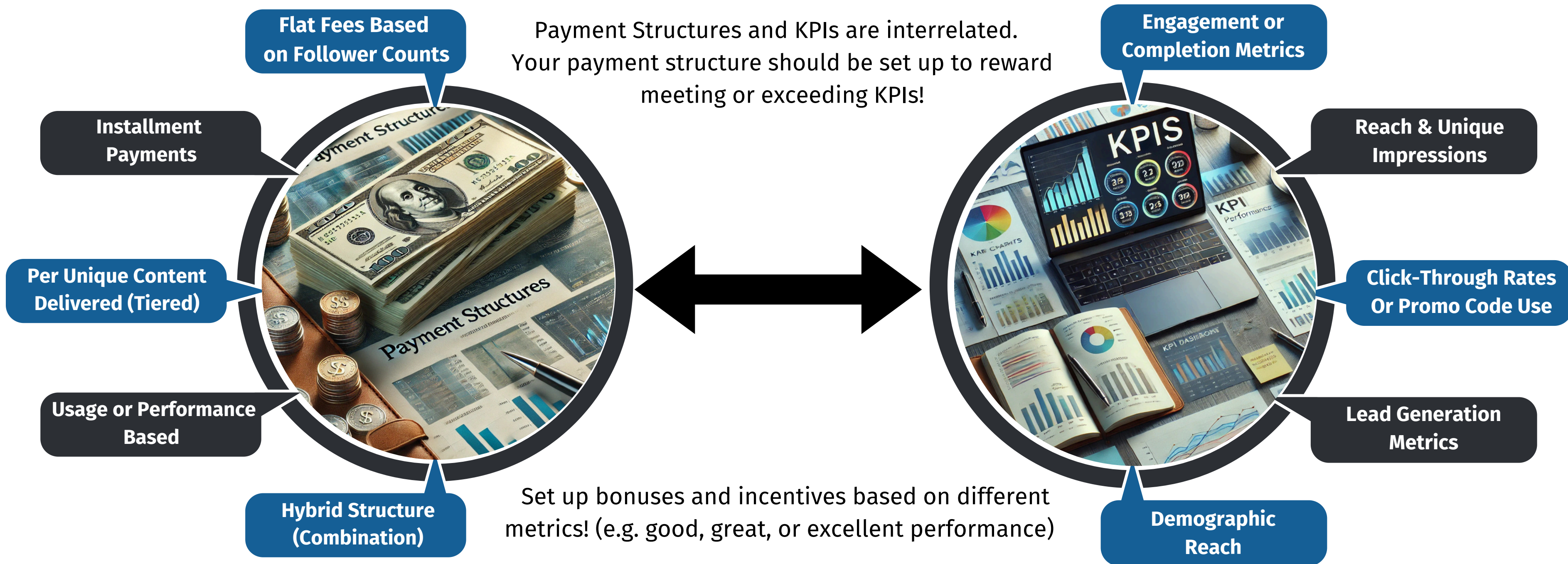
Here's what to ask yourself as you do your research:

- Have I familiarized myself with the history, core mission, and key information about the brand?  
Use this research to improve all your interactions and to shape future content. You can leverage what you learn to improve your chances of a longterm relationship & also make sure your values align
- What brands would I have to rule out working with if I choose to work this this brand?  
This is called an “opportunity cost” or the unseen costs to any benefit. Consider exclusivity costs, resource and time allocation, length of contract, and perception costs
- Notwithstanding the money, is this an ideal brand association for me and for my growth?  
We make some decisions for love and others for money. It's ok to put the money first, it's business after all. But depending on which, negotiate accordingly
  - What feedback (or other info) can I source about this particular brand ?  
Send private messages to other influencers, ask the brand reps for helpful insights and analytics. and watch for telltale signs of a scam (listen to Katie's Steckley's advice here!)

This is a mindset or approach you can continue even during the life of the deal! Recent news or brand content might affect your current or future decision making. One way to stand out to brands and build long-term partnerships is to stay informed!



# Payment Structures & Key Performance Indicators (KPIs)



It's common to undersell yourself when negotiating on your own behalf. Your pay structure should reflect your experience and delivery expectations. Find what works, get creative, and remember the opportunity cost of your time!

Discuss which KPIs are most important or relevant to your ROC. Work out details beforehand or risk not getting rewarded for successful content. Click-through-rates or conversion rates can often be more valuable than views

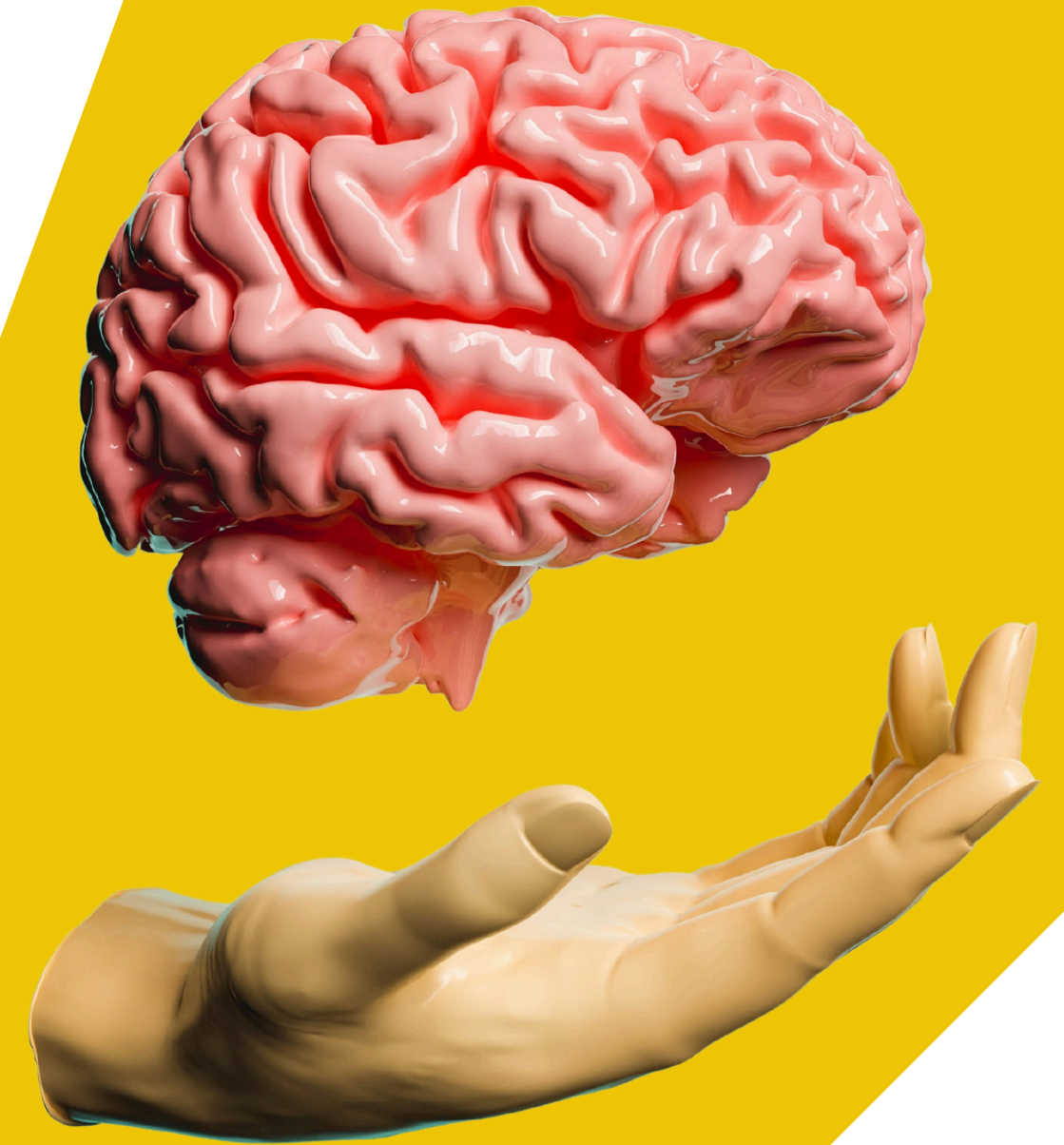


## Final Cut: Content IP & Usage Rights

Brand deals function similar to work-for-hire agreements. Under work-for-hire agreements, the party commissioning the work (the brand) owns the intellectual property in whole. With that ownership comes exclusive control over the approval and usage of the content. Usage rights entitle them to edit, modify, repurpose, license or distribute your content in ways that most benefit their brand. Thankfully, under many deals, brands will give influencers creative direction over their content but retain final approval rights.

Your rights to your content, creative direction, and licensing rights all improve as your following grows. These rights, particularly repurposing and licensing rights, can have serious financial value over time. Certain tiers of influence, mega-influencers and celebrities for instance, are amongst the most coveted and so brands are willing to yield these rights to sweeten deals. For most influencers though, your ability to negotiate these rights will be deal and brand dependent.

Make sure that your creative direction, approval process, and IP rights are well-defined. In particular, it's important to have clear terms for revisions and edits so you don't subject yourself to endless or frustrating back-and-forths about content. Another common strategy is to ask for reversion rights, where rights "revert" back to you for content that's not used or after a fixed period of time. Ideally, you can repurpose this content for a later use.



# Reading the Fine Print: Standard Legal Clauses

Here's information about standard clauses you're most likely to see in brand deal contracts:

## ✓ Exclusivity/Non-Compete Clauses

Exclusivity clauses, also known as a non-compete clauses, are to prevent you from working for other brands during or after the term of your contract. The clause should define “competitors”, length, restrictions, full or limited exclusivity, and any penalties/fees for breaching. Many influencers charge fees directly tied to their exclusivity clauses. Interestingly some states, like California, refuse to enforce these clauses at all.

## ✓ Confidentiality Clauses/NDAs

Confidentiality or non-disclosure agreements (NDAs) are included to protect valuable or sensitive information. This usually means not sharing product details, company information, campaign data/analytics, or marketing strategies beyond what's contracted. It's important to clarify which materials are protected to avoid innocent disclosures and consequences.

## ✓ FTC Disclosures

The Federal Trade Commission (FTC) polices deceptive advertising by requiring disclosures for sponsored content. This is why you'll see “Sponsored Ad”, #Ad, or #Sponsored” clearly displayed. The FTC provides a “Disclosures 101 For Social Media Influencers” guide. Make sure to review it at least once!

## ✓ Publicity Clauses

Publicity clauses outline parameters for each parties' use of the others image or likeness. It's a kind of mutual brand protection. For you, that might include your name, image, likeness, or even brand logo. For the brand, it includes their trademarked logos or designs. It's a good clause to prevent unwanted or unpaid uses of your name or likeness. Be clear to prevent ambiguity leading to liberal, unpaid uses of your name or likeness.



# Reading the Fine Print: Standard Legal Clauses Continued...

## ✓ Non-Disparagement Clauses

Non-disparagement clauses prohibit harmful statements that could damage the reputation, image, or public opinion of the other party. It includes public or private statements and are typically bilateral to ensure each parties' professionalism and restraint, particularly in the case of a disagreement.

## ✓ Severability

If any part of the contract is deemed invalid or unenforceable, a severability clause ensures the rest of the contract remains valid. When a section or provision is "severed", it's as if it never existed. These clauses prevent the whole agreement from falling apart due to minor invalidities.

## ✓ Dispute Resolution Clauses

Dispute resolution clauses require arbitration or mediation for irresolvable disputes since courts costs are costly and time-consuming. Mediation is a collaborative process, while arbitration is a private court-like process. They're helpful clauses, but you'll want to have input on choice of mediator/arbitrator.

## ✓ Indemnification Clauses

"Indemnification" is not a common word outside the law. This clause protects one party from the unlawful actions or omissions of the other. Essentially, If one party creates a legal issue or harms a 3rd party, the other party can't be held unfairly accountable. It's an important legal protection.

## ✓ Amendments & Modifications

Amendment & modifications outline the requirements for any changes to the contract, typically requiring the approval of both parties in a written, signed agreement. Neither party can unilaterally change the terms or conditions without the other party's consent.



## Having An Exit Plan: Contract Breach Clauses

If a deal goes south, you'll want all the consequences contracted in an effective breach clause. If not, you might suffer a protracted process costing you time, money (attorney fees!), & energy.

A breach clause includes the details and consequences that occur if one of the parties fails to fulfill its contractual obligations. It will often list what constitutes breach as well as what legal remedies and damages (money or compensation) are available to the non-breaching party.

Here are suggestions for better breach clauses:

1. Specify material breaches (w/ everything else considered a minor breach).  
(e.g. missed deadlines, unusable deliverables, absenteeism, working for a competitor - actions or failures that can't be corrected)
2. For minor breaches, establish a cure period for corrections (e.g. 7-10 days).
3. Guarantee retention of payment, compensation for lost opportunities, and restitution for expenses already incurred, and terms for protecting your reputation and/or image.
4. Decide whether guaranteed compensation is due to the non-breaching party.
5. Include provisions for post-breach rights.  
(e.g removal of content, reversion of content/usage rights, dissolution of exclusivity provisions)
6. Make sure to include a dispute resolution clause for when you can't come to an agreement.





## Having An Exit Plan: Termination Clauses

Sometimes the best decision can be to walk away from a deal. But what if you're already under contract? If you come to realization that you can no longer continue a deal for whatever reason, a termination clause will come in handy.

A termination clause covers the necessary steps for voluntary withdrawals from the contract. Unless they're mutual, there's often compensation due to the non-withdrawing party for the remaining value of the contract (and sometimes even termination fees).

Here are suggestions for a successful breach and termination clauses:

- Notice Requirements to the Other Party - usually required in writing with adequate lead time
- Penalties for Early Termination (i.e. return of fees paid or compensation to other party)
- Exclusivity Enforcement Upon Termination - do non-competes remain in effect?
- Content/Usage Rights Declarations - retention or reversion of copyrights or other rights
- Non-retaliation Clauses for truthful, non-defamatory disclosures (to maintain reputation)
- Mutually Desirable Termination - outline terms for when both parties agree with termination

# Tips For Reviewing and Drafting Your Contract!



Whether you use an attorney or not, here are some helpful tips to follow:

Don't rush! Oversights are extremely common and can be avoided just by slowing down.

Keep a checklist of your essential goals, non-negotiables, and personally relevant clauses!

Make your first review a "first impression" review. Make notes and highlights throughout.

- Are the campaign goals and deliverables clear? Is everything included?
- Are the payment terms and payout schedule clear?
- Does it include deadline, breach, and termination terms?
- Is it easy to explain the rights and deferrals within the contract?
- Are there any unexpected clauses or one-sided terms?

Before a 2nd review, step away from the contract for a short while (or overnight). Coming back with fresh eyes can have a huge impact! This a common practice amongst attorneys and other licensed professionals.

Err on the side of specificity - for deliverables, payment, and anything critical, don't leave things "open to interpretation"

Be wary of omissions - what's not included can be as critical as what is, which opposing attorneys will exploit!

Don't be afraid to ask! - negotiating can make people feel anxious, but then you also don't want to undersell yourself! When you're polite, mind your tone, and include sound reasoning, you'll often be surprised how easy it can be.



Defining Key Terms - Short contracts rarely have a definition key. If key terms aren't clearly defined or you're uncertain, ask for a definition (or offer one). One important part of all contract review is eliminate ambiguities!

## Do You Need An Attorney? When & Why...

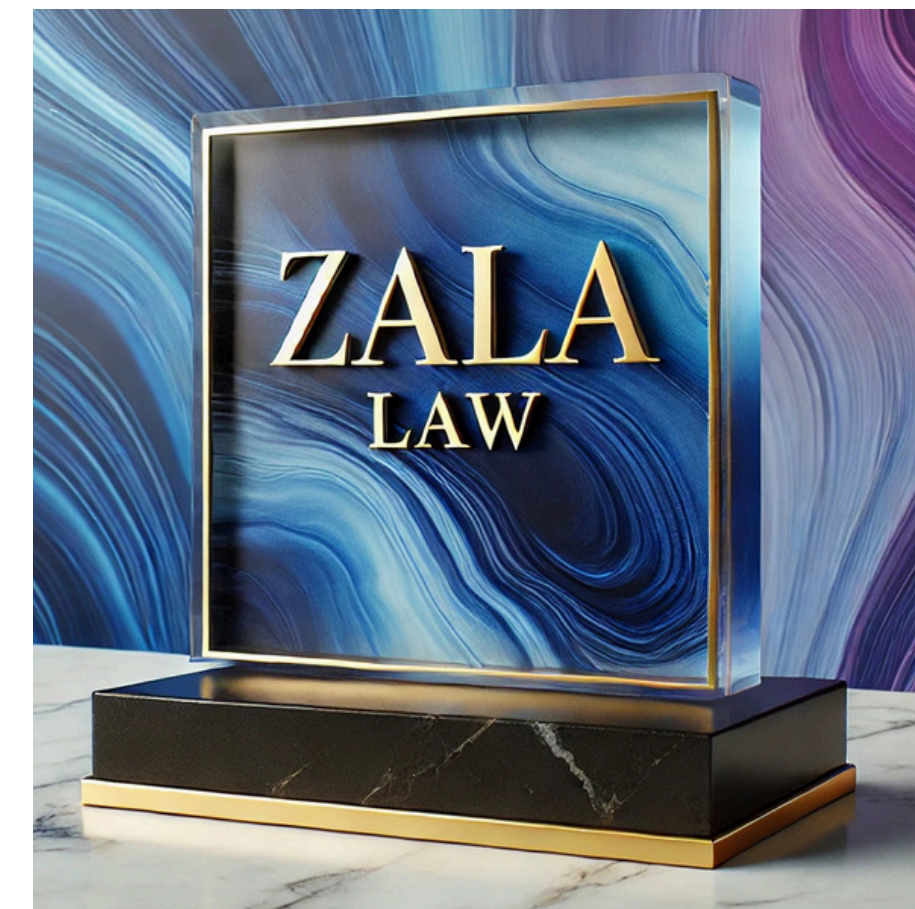
First, let's start with a simple premise: if the deal involves a long-term partnership, large compensation package, complex clauses, or significant risk, use an attorney to help review and redline your contract. Keep in mind that the brand will have company attorneys it's using to protect and maximize its interest!

The opposite is true as well. The shorter, less risky, and standard the agreement is, the more you can feel confident of doing it yourself. As you secure more deals, make sure to actively pay attention, keep your former contracts as helpful guides, and personalize your own template.

Here are several good rules of thumb for deciding when to hire an attorney:

1. Ask yourself if you have the time, desire, and skill to represent yourself, especially if you're juggling limited time or multiple deals.
2. Imagine the worst fallout from that contract's breach. If you wouldn't lose sleep about it, you might be ok without an attorney.
3. If you're not sure what rights you are entitled to (or not entitled to), an attorney contract review provide clarity.
4. If you're uncertain or lacking confidence that you're getting the most of your deal, that's another good sign to seek help.
5. Negotiation or dispute resolutions commonly bring people pause. If you're feeling overwhelmed, use an attorney.

Many attorneys are happy to consult and dispense advice if you have brief or specific questions. They're also interested in building relationships and a good reputation so don't be afraid to reach out. You can at least ask one where to seek out advice on your own (like this guide!). Typically, you'll be thankful for hiring an attorney for the peace of mind it offers when your deals become more valuable.





## **Extra: Tips on How to Elevate Your Deals!!**

Here are some holistic tips to elevate your deals for maximum, long-term returns and potential brand partnerships!

Lean Into Analytics! - brands are more concerned with your data metrics (engagement rates, click-through rates, impressions, views) than your total number of followers.

Negotiate & Add Value - initial offers are flexible so treat them that way, you know what brands want to get creative and offer value or custom packages (e.g. do a long-form product demo, offer direct follower engagement, do Q&As, do whatever it takes!)

Specify Revisions & Comparables - get specific about your deliverables or brands will naturally seep more time and effort from you. Put a cap on the number of revisions without extra pay & use previous content as direct comps for expectations of quality.

Show Them Your Worth - there's more to deals than just deliverables, putting a high emphasis on professionalism, responsiveness, and personability will get noticed and put you on the shortlist for repeat deals, higher pay, and longterm partnerships!

Engage in the After - don't just stop interacting with the brand when your ROC ends, keep engaging! Also, offer to do a post-campaign insights and feedback session.

Give Them Options - add an "options" clause for the brand to continue to use content for extra period of time for a predetermined fee (e.g. usage rights may be extended at brand's options for 1 month at "X" amount or 3 months at "3x" amount)

Align Your Calendars - you know what brands what, so schedule your content for max effect!  
Ask the brand for key dates in their own marketing and coordinate your own content with it





# ZALA LAW

"Your Mind Is Your Property"™

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We hope you gained valuable insight from our guide.

We put artists & creators first

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