# [campaign name] campaign agreement

## Important information

1. The Talent must tag [handle] in the Instagram Posts and Instagram Stories.
2. The Talent must keep the [post name] post live on the Talent’s [platform] account for a period of at least [period].
3. The Agent will pay the Talent within [period] of the final [post type] being uploaded, subject to the Agent receiving a valid Tax Invoice from the Talent.
4. The Agent must approve all [campaign name] Posts and Captions before being uploaded on the Talent’s [platform] Account. Any content that is uploaded without approval first will not be counted.

## Schedule - Key terms

|  |  |
| --- | --- |
| **Agent:** |  |
| **Agent ABN:** |  |
| **Agent Address:** |  |
| **Agent Phone:** |  |
| **Agent Email:** |  |
| **Agent Contact:** |  |
| **Talent:** |  |
| **Brand:** |  |
| **Date of Agreement:** |  |
| **Campaign/Engagement**  **Purpose:** |  |
| **Services:** |  |
| **Talent’s [platform] Account:** |  |
| **Deliverables** |  |
| **Dates** |  |
| **Fee** |  |
| **Products to be supplied (if**  **any)** |  |

## Terms and Conditions

|  |  |
| --- | --- |
| **Use of Talent’s name, image, endorsement** | The Agent and the Brand may use, in their sole discretion, the Talent’s name, image, endorsement and materials containing the Talent for the Campaign/Engagement Purpose. |
| **Approvals** | The Services shall confirm to the specifications and instructions of the Agent, abide by the rules of [platform] and the [post type] is subject to the Agent’s acceptance and approval. The Talent must submit to the Agent the proposed image or Post and/or Story in order to obtain the Agent’s prior written approval before the [post type] is uploaded to the Talent’s Account. The Agent has a period of seven (7) days to reject the proposed [post type] and must notify the Talent within seven (7) days of receipt that additional revisions and/or amendments are required.  The Agent and/or the Brand does not require the Talent’s approval for any or all materials containing his/her name, image or likeness/endorsement and may be used at their sole discretion on an ongoing basis, despite the termination of this Agreement. |
| **Invoices** | The Talent will invoice the Agent for the Fee once the [post type] has been uploaded on the Talent’s [platform] account. Subject to the Agent receiving a valid tax invoice from the Talent, the Agent will pay the tax invoice within [xx] days of the [post type] being uploaded to the Talent’s Account.  The Talent acknowledges and agrees that the Talent must reimburse the Fee to the Agent if the Talent deletes and/or removes the Instagram Post within [timeframe] of it being uploaded. |
| **Tax** | The Talent agrees that it is solely responsible for applicable taxes and superannuation guarantee charge payments in respect of the Talent other than GST imposed or levied in Australia or overseas in connection with the performance of this agreement.  The Agent is not responsible for superannuation, payroll tax, workers’ compensation or public liability insurance for the Talent. |
| **GST** | The price of the Fee is exclusive of GST. In addition to the Fee payable for the Services, where required by law, the Agent agrees to pay the Talent, in accordance with a valid tax invoice issued by the Talent, the GST payable in respect of the supply of the Services. |
| **Intellectual Property** | All intellectual property in content produced by the Brand or the Agent or the Talent on behalf of the Agent for the Brand, excluding content which existed prior to this Agreement, will be owned by the Agent and used by the Agent for a period of twelve (12) months for digital use only. On termination of the Agreement, the Talent assigns all its rights, title and interests in the high definition image submitted for approval, the Instagram Post and/or the Instagram Story to the Agent and the Agent and/or the Brand is permitted to use the Talent’s image, post, name, likeness, endorsement and other materials containing the Talent, including the [post type] in its sole discretion. This clause survives the termination of this Agreement |
| **Termination** | All parties agree that no variation can be made to this Agreement unless it is in writing.  This agreement is for the promotion of the Agent and/or the Brand and their business. The reputation of Agent and/or the Brand is critical to this Agreement. The Agent may immediately terminate this Agreement by notice in writing to the Talent if they engage in activity, or is directly or indirectly publicly associated with matters, which the Agent believes in its discretion could reflect adversely upon the Agent and/or the Brand’s business or bring the Agent and/or the Brand into serious disrepute. Without limitation, this includes making written or oral comments about the Agent and/or the Brand and their business:   1. Which could be perceived to be prejudicial to the Agent and/or the Brand’s interests; or 2. Which are not in accordance with a brief provided to the Talent by the Agent.   In the event that the Talent breaches this Agreement, the Agent may instruct the Talent to cease all promotional activations, including taking the [post type] down or make clarifying statements, and the Talent shall immediately comply.  The Agent will retain intellectual property rights and ownership of all content and have the right to continue to use such content in perpetuity, to the exclusion of others including the Talent. |
| **Negation of Agency** | With the exception of the agency relationship between the Agent and the Talent nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the parties hereto. Neither party is  entitled to obligate the other in any manner (or imply that they have the authority to do so) and nothing herein is intended to grant any rights of any kind to any third party.  The Talent must not represent themselves (jointly and severally), and will ensure that agents, contractors, or employees of either the Talent, do not represent themselves, as being employees, partners or agents of the Agent. |
| **Confidentiality** | The Talent must not disclose to any person and/or entity without the Agent’s prior written consent the existence of, or details in, this agreement or any other information in relation to the Agent and/or the Brand and/or which is not otherwise in the public domain. |
| **Talent’s Obligations** | The Talent must:   1. Ensure the [post type] is posted to the Talent’s Account outlined in the Schedule; 2. Ensure that the [post type] remains live on the Talent’s Account for a period of [time period]; 3. Ensure that the [post type] do not contain any other brands and/or any other products and/or any other paid partnerships; 4. Ensure that the Brand and/or Product is tagged in the [post type] and contains hashtags approved by the Agent; 5. Conduct themself in a professional, efficient, competent and courteous manner; 6. Grant the Agent advertiser access into the Talent’s profile for paid promotion of the posts/stories outlined in the above deliverables. 7. Ensure that the [post type] is in good taste and free of inappropriate language or content which promotes racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age etc. 8. Not do anything which will bring, or may bring, themselves or the Agent and/or the Brand into disrepute or reflect adversely on the Agent’s and/or the Brand’s Business; 9. Comply with all reasonable requests and directions from the Agent; and 10. Comply with all laws or regulations in relation to the performance of his/her obligations under this Agreement. 11. Not sell the product or use it as part of a promotional giveaway. |
| **General** | 1. This Agreement is governed by the laws of New South Wales. 2. This Agreement constitutes a binding agreement once executed by both parties. 3. This Agreement may be executed in counterparts. |

Executed on behalf of the Agent by its authorised representative:

Signature:

Print Name:

Executed on behalf of the Talent by its authorised representative:

Signature

Print Name: