Content Creation Agreement

This Agreement is made on [ ] between [ ], of [ ] (the Creator) and [ ], of [ ] (the Client).

1. Services

The Creator will plan, film, and edit the content listed in Schedule A (the Deliverables).

The Creator will use their professional skill and judgment in making the Deliverables. The Creator does not guarantee any particular results, including views, engagement, sales, or ad performance.

2. Fees and payment

The total fee for the Deliverables is [ ].

The Client will pay a deposit of [ ] by [ ]. The Creator does not have to begin work until the deposit is received.

The Client will pay the balance of [ ] by [ ].

Payment will be made by [ ] to [ ].

The Client will pay for all completed work whether or not the Client posts, publishes, or otherwise uses it.

If any payment is late, the unpaid amount will accrue a late fee of [ ] until it is paid in full.

3. What the Client provides

The Client will provide the following, on the dates set out in Section 4:

- A creative brief describing the goals, tone, and key messages for the Deliverables.
- The product or products to be featured, shipped at the Client's cost to [ ].
- Any talking points, required claims, or scripts, along with timely approval of any script or concept the Creator submits.
- Accurate information about the product, including any claims the Client wants made about it.
- Feedback on drafts and deliveries within the time frames in this Agreement.

If the Client is late providing any of these, every later date in this Agreement moves back by the same number of days. The Creator is not responsible for delays caused by the Client.

The Client is responsible for the accuracy of any product information or claims it provides. If a regulator or a third party brings a claim against the Creator over words, claims, or instructions the Client supplied or required, the Client will cover the Creator's reasonable costs of dealing with that claim.

Product sent for a shoot stays with the Creator unless Schedule A says it will be returned at the Client's cost.

4. Timeline

The work will begin on _____ and end on _____.

Key dates:

- Deposit due: _____
- Final brief, product, and talking points due from the Client: _____
- Shoot window: _____ to _____
- Delivery of Deliverables: _____
- Last day for the Client to request revisions: _____

These dates may change only as described in Section 3, or by written agreement of both parties.

5. Revisions and reshoots

The fee includes _____ round(s) of minor edits. The Client must request these in writing within _____ days of delivery. Minor edits include changes such as trimming, reordering clips, adjusting on-screen text, or swapping music. They do not include new filming.

Additional rounds of edits will be billed at _____ per hour.

Any reshoot requested by the Client will be billed at _____ per hour, plus any extra costs such as new props, locations, or shipping. This does not apply to reshoots the Creator offers under Section 10.

If the Client does not request revisions within the time allowed, the Deliverables are treated as accepted. The same applies to a delivered revision: if the Client does not respond within the same number of days, that revision is treated as accepted.

The Client may not edit, crop, re-caption, re-voice, or otherwise alter the delivered content, except for the following: _____. Any other change requires the Creator's written permission. If raw footage is included in Schedule A, the Client may edit that raw footage - this permission covers the raw footage only, not the delivered edits.

6. Ownership and license

All work created under this Agreement, including the Deliverables, raw footage, photos, and drafts, is the property of the Creator. The Creator owns the copyright in all of it.

Once the Creator receives the final payment in full, the Creator grants the Client a non-exclusive, non-transferable license to use the Deliverables as follows:

- Permitted uses:
- Platforms:
- License term:

The license does not begin until the final payment is received, and the term runs from that day - so a late payment starts the term late, not early. Before payment, the Client may not publish or use the Deliverables.

The Client may renew the license for another term of the same length for , by written agreement before the license ends. A renewed license starts on the day the renewal fee is received. If the license is not renewed, the Client will stop running the Deliverables as paid ads when the license ends. For the Client's own organic posts of the Deliverables (posts on the Client's channels that are not paid ads): .

Any use beyond this license requires a separate written agreement signed by both parties. This includes whitelisting or ads run through the Creator's own accounts, TV or broadcast, out-of-home or print, use on product packaging, a longer term, or use by any other company.

The Client may not sublicense, sell, or transfer the Deliverables to anyone else.

The Creator may use the Deliverables in their own portfolio, website, and pitch materials, unless the Client opts out in writing before the delivery date.

7. Cancellation

Either party may cancel this Agreement by giving written notice to the other.

If the Client cancels, the Client will pay:

- The fee for all work completed up to the date of cancellation, and
- Any third-party costs the Creator has already paid or committed to, such as props, location fees, or equipment rental.

The deposit is non-refundable: it books the Creator's time, and that time cannot always be re-sold. It counts toward the amounts above; if those amounts come to less than the deposit, the difference is not refunded.

If the Client cancels less than business days before a scheduled shoot day, the Client will pay the full project fee set out in Section 2, because the shoot time was held and cannot be rebooked at short notice.

If the Creator cancels for reasons other than the Client's breach of this Agreement, the Creator will refund any payment received for work not yet completed and will return any unused product if the Client requests it.

No license is granted for any work that has not been paid for in full.

8. Non-exclusivity

This Agreement is non-exclusive. The Creator may work with other brands, including the Client's competitors, during and after this Agreement.

Any exclusivity requires a separate paid exclusivity addendum signed by both parties.

9. Confidentiality

Both parties will keep confidential any non-public information they receive from the other. This includes unreleased products, pricing, fees, launch dates, and business plans.

This does not apply to information that is already public, or that a party is required by law to disclose. Sharing information with a party's own accountant, lawyer, or agent for the purpose of obtaining advice is not a breach of this Section.

The Creator will follow applicable advertising disclosure rules, such as labeling sponsored content, and this is not a breach of confidentiality.

10. Liability

If footage or files are lost or damaged through technical failure, or through events beyond the Creator's reasonable control, the Creator will either:

- Reshoot the affected content at no extra charge, on a timeline agreed by both parties, or
- Refund the fee for the affected Deliverables on a pro-rated basis.

This is the full extent of the Creator's liability under this Agreement. The Creator's total liability will never exceed the total fee paid under this Agreement.

11. Whole agreement

This document, including Schedule A, is the entire agreement between the parties about these services. It replaces any earlier emails, messages, or conversations about these terms.

Any change to this Agreement must be made in writing and signed by both parties.

Notices under this Agreement, including cancellation, may be given by email to the addresses in the signature block and count as received when sent. This Agreement is governed by the laws of .

Schedule A - Deliverables

- Number and type of videos:
- Video length:
- Number and type of photos:
- Formats and aspect ratios:
- Extras included:
- Platforms the content is made for:
- Whether the Creator posts on their own accounts:
- Usage requested:
- Delivery method:

Acceptance

By signing below, both parties agree to the terms of this Agreement.

Creator

Signature: _____

Name:

Date:

Client

Signature: _____

Name:

Title:

On behalf of:

Date: