



Episode 23 - Influencer's Guide to Talent Agency Agreements

Karan: [00:00:00] Congratulations! You have just been offered representation by an influencer management agency. You've been given a contract to sign and in [00:01:00] your excitement, you might want to sign and return that agreement before checking what it actually means. If properly prepared, **this agency management agreement will be a legally binding contract.**

This means that it's important for you to take the time to read over the terms and conditions and fully understand your obligations, as well as the agency's obligations, before signing. In today's episode, I'm going to cover off the essential aspects of talent agency contract. You need to think about things like whether the contract is exclusive or non-exclusive, the services offered, the territory, the term, fees and other general conditions.

I want to add in here that this podcast episode is [00:02:00] a guide for you and that I always **recommend you have any contract reviewed by a suitably qualified lawyer with relevant experience with influencer contracts.**

Through [The Business Of Influence](#), and [my law firm](#), I have been negotiating influencer agreements for over 10 years. And, I can't recall one single agreement that didn't require amendments to protect the rights of the talent.

This episode is part of a series on supporting you to learn about the Influencer - Talent Agency Relationship. Episodes 19, 20 and 21 are part of the series, and recommended listening for you. The episodes will be linked for you in the expanded show notes. Plus, we have some other episodes coming up around this influencer and talent agency relationship [00:03:00]. So, if you haven't already subscribed, hit the [subscribe link](#) in the show notes so you can stay updated when we discuss this relationship in further detail.



Let's get started by just setting the foundations of **what is a talent agency agreement**. I mentioned that these agreements can be legally binding, they should be legally binding if properly prepared, and these agreements establish that professional relationship between you and the talent agency.

The agreement will outline the **terms and conditions regarding the representation**, the **services provided by the agency**, **how you're going to be paid**, **what fees you're going to pay the agency**, also things like the duration, **the term of the agreement**, and there's always **other fine print** in these agreements. It's important to understand that these agreements shouldn't be just standard forms, [00:04:00] and they should be tailored to suit your unique needs, as well as the needs of the agency.

The format of the agreements will vary significantly, and it would be really unusual for any agency to have the same agreement as another. As we work through the different sections of an agreement, be mindful that these sections won't appear in order on all agreements, or perhaps not at all. If a section I've referred to is missing from the agreement that you've been presented by the agency, you should discuss this with them.

Let's start getting into the **structure of an agency agreement**. First up, I want you to look at the entities on the agreement. Usually on the first page of the agreement, the parties will be listed. Usually, one party will be the talent agency and the other will be you. You can check the details of the talent [00:05:00] agency company through free government database searches and also check that your name and your company name, if applicable, as well as other details are correct.

Next, I want you to check that the agreement hasn't been pre-dated for you. Once you're ready to sign and accept the agreement, you can date the agreement then. The date is important as typically this will be the start of the term, the start of the time that you begin working with the agency. So, you really want to have that date correct.

Now, I've just mentioned the term. **The term** is the duration for which the agreement is valid. Generally, when starting with an agency, this term will be 12 months and the term section of the agreement might have sections within it, and it might have the start date or commencement date and [00:06:00] initial term.



So, this is when the agreement begins and it's commonly referred to as the initial term. It might have a termination or renewal section in that term and it might have a notice for non-continuation, that is cancellation of the term of the agreement. In short, the term defines the period during which the contract is active and outlines the conditions for its renewal and termination.

The next important section is the **services section**. This section will set out the services that the agency provides to you, the services that you provide to the agency and also any exclusions. For example, in the case of the agency, the services will typically include brand partnership and [00:07:00] negotiations but it excludes publishing and negotiating radio contracts.

It might also include PR and media representation, career management and development, financial management, marketing and legal support in relation to contracts and intellectual property. So, it can be quite expansive, this section. For you, the services you might be required to provide would typically include content creation, brand representation, engagement, and interaction.

The **services you need to deliver** may also include feedback and reporting, compliance with agreements, and availability for projects and events. The services section can also include additional clauses around restraint [00:08:00] periods, which is important to review as it can limit you from working with a brand that has been introduced by the agency for as much as a year or more.

Plus, there can be other warranties around the agency and your requirement to provide services to a particular standard. This services section may also set out if you are providing your services on an exclusive or non-exclusive basis to the agency. [Listen to Episode 20: Exclusive versus Non-Exclusive Talent Agreements to learn more about these different types of relationships.](#)

Moving through the contract, you should see a section on **payment terms and fees** and this should set out clearly how and when you will be paid for campaigns, or for the work that you provide. For example, [00:09:00] those payment terms might say that you will be paid on receipt of a compliant invoice and within five business days of the agency receiving payment from the brand, less any applicable fees.



In relation to fees, carefully check your entire agreement to understand what fees the agency will be charging you. These fees could include commission, retainer, marketing, booking, cancellation and/or administration fees. Plus there might be some third party expenses.

We've covered fees off comprehensively in [Episode 21: What Fees to Expect from Your Influencer Management Agency](#).

I want you to look for a section on **intellectual property** in your agreement. Pay particular attention to this section of the contract, making sure that you [00:10:00] retain all ownership rights to the content you create.

Sometimes under this clause, the agency will impose the transfer of ownership of your intellectual property to them, or they may request that you provide them with a license to use your content in certain ways. This clause needs to be carefully reviewed to ensure your rights and your income earning potential aren't reduced.

Now, I would also expect to see a section titled **your obligations** in an agency agreement. This section will cover off any further obligations the agency might have from you, which might include fulfilling briefs, how you have to fulfill agency briefs, providing necessary items, for example, the supply of all equipment, props, and other [00:11:00] necessary items for fulfilling briefs at your expense.

It might include that you're required to accept all reasonable directions and requirements from the agency. It might require you to provide particular information. It may require you to refer any inbound inquiries that you receive to the Agency for negotiation. It may prevent you from engaging with third parties.

There may be **disclosure requirements**. There may be **content review requirements**. There may be a requirement imposed on you **to maintain reputable engagement**. That means that you might have to maintain a certain level of engagement on your channels and, also conduct yourselves in a manner that doesn't bring yourself the brand or agency into disrepute.



It may also require you to display a **management statement**. [00:12:00] So, that means the agency's contact information on your social media channels and website. So often you'll see that in managed talent's, Instagram or TikTok bio, it's the contact details of the agent or the agency that represents them.

We'll discuss these obligations more fully in a future episode because they can be quite comprehensive and a little bit tricky to negotiate and navigate if you're unfamiliar.

Now, there will be other **general terms and conditions** within your agreement. Look over the agreement so you're familiar with any **confidentiality terms** that might apply. This could be confidentiality in relation to the agreement, and also the brands and campaigns that you work on.

There might be **warranties** under the general terms and conditions. These warranties might state that the agency doesn't guarantee any level of [00:13:00] income to you, or results for the services they provide to you. And there might be warranties that you're making under this agreement that include an obligation to provide information that is accurate and doesn't infringe on any third-party rights. Warranties can be quite restrictive, so we do look for these sections.

There'll also be, or should be, a section on **disputes**. And this will set out how any disputes between you and the agency need to be resolved if they arise. It plays an important role if the agreement needs to be terminated.

Termination. If things aren't working out or the contract isn't going to be renewed or extended, you need to be very clear on what that process looks like and how you'll be paid any remaining fees or income due to you under that termination process. Other sections of the agreement might [00:14:00] include **legal definitions of terms, a schedule with information** that relates specifically to you, and that might include brands or services that are excluded under this agreement, and other general terms and conditions.

Now once the agreement is presented to you, you do have an opportunity to negotiate the contract.



Negotiating your contract. That should be done with a strategic understanding of your value. And making sure that you get **expert legal review** to ensure a fair and beneficial agreement.

And the final step of negotiating your contract is **transparent and respectful communication with your agency.**

A good agency will be open to negotiating terms with you and will encourage you to have the agreement legally reviewed. Everyone benefits from setting [00:15:00] up a professional relationship from the beginning so don't be reluctant to have these conversations.

In closing this episode, I want to encourage you to listen to each of the episodes on Influencer Agency Agreements and the Influencer Agency Relationship. These extra episodes will give you a deeper understanding of the sections we've discussed today.

You can check the show notes for links, find all the episode resources and other recommended listening on that influencer agency relationship in the expanded show notes at thebusinessofinfluence.com/ep23.

Next week, we have our first guest episode of 2024. I chat with Sienna, also known as Sienna in the [00:16:00] Sun, about her success as a UGC creator. Sienna shares valuable insights about how she started in the industry and has now become a full time UGC creator. It is such a fun and high energy episode. I do hope you'll join me.

Until then, stay creative.

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ADDITIONAL LISTENING AND RESOURCES

Expanded Show Notes Episode 23 – Influencer’s Guide to Talent Agency Agreements
thebusinessofinfluence.com/ep23

Episode 19 – Influencer’s Guide to Talent Management Agencies
<https://thebusinessofinfluence.com/ep19/>

Episode 20 – Exclusive versus Non-Exclusive Talent Agreements
<https://thebusinessofinfluence.com/ep20/>

Episode 21 – Influencer Agency Fees
<https://thebusinessofinfluence.com/ep21/>

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