

UGC Contract

This **User-Generated Content Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between:

Company

Creator

The Company and the Creator may be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. Purpose and Intend

The purpose of this Agreement is to define the terms under which the Creator will create and deliver certain user-generated content for use by the Company, and to establish the rights, obligations, ownership, and usage terms applicable to such content. This Agreement is intended to be a legally binding contract governing content creation and related rights.

2. Scope of Services

The Creator agrees to create original user-generated content for the Company in accordance with this Agreement ("**Content**"). The Content may include, as applicable, photos, videos, audio recordings, written materials, testimonials, reviews, social media posts, or similar creative materials.

Unless otherwise agreed in writing, the Content will be created for promotional, marketing, advertising, educational, or commercial use by the Company.

3. Content Requirements and Delivery

The Content shall meet the following general requirements:

- The Content must be original and created solely by the Creator.
- The Content must not infringe or violate the rights of any third party.
- The Content must comply with all applicable laws, regulations, and platform rules.
- The Content must not contain unlawful, misleading, defamatory, or obscene material.

The Creator shall deliver the Content in a usable digital format by _____, unless otherwise agreed in writing by the Parties.

4. Approval and Revisions

The Company reserves the right to review the Content for compliance with this Agreement. The Company may request reasonable revisions to ensure alignment with brand standards, messaging, or legal requirements. The Creator agrees to make such revisions within a reasonable time.

Approval of the Content does not waive any rights of the Company under this Agreement.

5. Grant of Rights and License

Upon creation of the Content, the Creator hereby grants to the Company a perpetual, irrevocable, worldwide, royalty-free, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, distribute, display, perform, and otherwise exploit the Content, in whole or in part, in any media or format now known or later developed, for any lawful business purpose.

Unless expressly stated otherwise in writing, the Creator retains ownership of the Content, subject to the license granted under this Agreement.

6. Waiver of Moral Rights

To the extent permitted by applicable law, the Creator waives any moral rights, rights of attribution, or rights of integrity in connection with the Company's use of the Content under this Agreement.

7. Compensation

In consideration for the rights granted and services provided under this Agreement, the Company shall provide the following compensation:

Unless otherwise agreed, compensation constitutes full and complete consideration for all Content created and rights granted under this Agreement. The Creator is responsible for any applicable taxes arising from the compensation.

8. Disclosure and Compliance Obligations

Where required by law or platform policies, the Creator agrees to include appropriate disclosures indicating a material connection between the Creator and the Company, including sponsorship or compensation disclosures.

9. Representations and Warranties

The Creator represents and warrants that:

- The Creator has full authority to enter into this Agreement and grant the rights described herein.
- The Content is original and does not infringe any intellectual property, privacy, or publicity rights.
- The Content does not violate any applicable law or regulation.

Any statements or claims made in the Content reflect the Creator's honest opinions and experiences, where applicable.

10. Confidential Information

Any non-public business, technical, or commercial information disclosed by the Company to the Creator in connection with this Agreement shall be treated as confidential and shall not be disclosed or used for any purpose outside the scope of this Agreement.

11. Term and Termination

This Agreement shall commence on the Effective Date and continue until the Content has been delivered and all obligations have been fulfilled, unless terminated earlier.

Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within a reasonable period.

Termination shall not affect any rights granted to the Company prior to termination.

12. Independent Contractor Relationship

The Creator is an independent contractor and not an employee, partner, or agent of the Company. Nothing in this Agreement creates an employment or agency relationship between the Parties.

13. Limitation of Liability

To the maximum extent permitted by law, neither Party shall be liable for indirect, incidental, or consequential damages arising out of or related to this Agreement.

14. Indemnification

The Creator agrees to indemnify and hold harmless the Company from any claims, damages, losses, or expenses arising out of a breach of the Creator's representations, warranties, or obligations under this Agreement.

15. Assignment

The Company may assign this Agreement, in whole or in part, without the Creator's consent. The Creator may not assign this Agreement without the prior written consent of the Company.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____, without regard to its conflict-of-laws principles.

17. Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions or understandings. Any amendments must be in writing and signed by both Parties.

18. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this User-Generated Content Agreement.

Company

Name

Date

Signature

Creator

Name

Date

Signature



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These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.