

Before You Sign: The Content Creator Contract Survival Guide

Created by Brittany Roberts, Esq. of The Law Office of Brittany Roberts
Entertainment & Corporate Attorney

How to protect your content, your money, and your name.

Introduction

This guide highlights common legal risks content creators and influencers should avoid when negotiating brand deals. This guide is for educational purposes only and does not constitute legal advice.

Why Creators Get Burned

Brands do not draft contracts to protect creators.

Most influencer and creator contracts are written to quietly transfer rights, limit payment obligations, and shift risk onto you. The problem isn't that creators are careless. It's that contracts may be confusing if you are not able to spot red flags. If you don't understand what you're signing, you're gambling. Always have a contract in place before agreeing to terms. A DM is nice, but there are many things are not discussed and a contract is the best way to protect yourself.

The 5 Questions to Ask Before You Sign Any Contract

Before you read a single clause, ask yourself:

1. Who owns the content after the campaign ends?
2. How can the brand use my name, face, and voice?
3. When and how do I get paid?
4. What happens if something goes wrong?

If the contract doesn't clearly answer these, you need to take a closer look.

Content Ownership vs. Usage Rights

Ownership and usage are not the same thing:

Ownership means the brand controls the content forever.

Usage rights mean the brand is borrowing your content for specific purposes.

Red flag phrases to watch for:

- "Work made for hire"
- "In perpetuity"
- "Royalty-free, worldwide, irrevocable"

If a brand owns your content, you may never be able to use it again — even in your own portfolio.

Exclusivity Clauses

Exclusivity limits who you can work with and for how long.

Watch for:

- Category exclusivity (entire industries blocked)
- Platform exclusivity
- Long post-campaign restriction periods

A single brand deal should not shut down your income stream for months.

Payment Terms That Hurt Creators

Payment terms determine when you get paid,

Red flags:

- Net 60 or Net 90 payment schedules (this may be non-negotiable for smaller creators)
- No late fees for their failure to pay on time.
- No kill fee if the campaign is canceled

If the contract doesn't penalize late payment, you are the one financing the brand.

Deliverables & Scope Creep

If deliverables are vague, expect extra work.

Red flags:

- "As requested by Brand"
- Unlimited revisions
- No approval limits

If it's not written in the contract, it doesn't exist.

Indemnity & Liability

Indemnity clauses shift legal risk onto you.

Be cautious of:

- Unlimited indemnification
- Responsibility for brand decisions
- Legal fees exposure

Name, Image & Likeness Rights

Your name, image, and likeness are valuable assets.

Contracts should clearly state:

- Where your likeness can be used
- For how long
- Whether ads are paid or organic

Need Support?

This guide is educational and not legal advice. This does not create an attorney-client relationship. Since these terms are full of legalese, it's important to consult an attorney for their legal review. To book a free 1:1 consultation, visit [www.https://brittanyrobertslaw.com](https://brittanyrobertslaw.com).