

UGC Creator Service Agreement

This **UGC Creator Service Agreement** ("Agreement") is entered into by and between **Sydni Jeffers** ("Creator") and _____ ("Client") engaging the Creator's services. By proceeding with work, the Client agrees to the following terms:

1. Project Scope & Package Selection:

Package	Price	Video Length	Revisions	Delivery Date (first draft)	Thumbnails

2. Payment Terms

- **Deposit:** A non-refundable deposit of 50% of the total project fee is due upon signing this Agreement and prior to filming.
- **Balance:** The remaining 50% is due upon delivery of the first draft.
- **Payment Methods:** Accepted methods are Zelle, ACH transfer, or PayPal ("Goods & Services" only; Client is responsible for any associated PayPal fees).

3. Refund & Deposit Policy

- **Creator-Initiated Termination:**
If the Creator declines or terminates the project for reasons solely attributable to the Creator-such as personal circumstances, scheduling conflicts, or the project becoming outside the Creator's skill set or comfort zone, the Client will receive a **full refund** of any deposit or fees paid.
- **Client-Initiated Termination:**
If the project is terminated due to the Client's actions or omissions, including, but not limited to, failure to communicate (**more than 4 business days**), misrepresentation, or failure to provide required materials or information (**more than 4 business days**), the deposit is strictly **non-refundable**. In such cases, the Creator is **not** obligated to return any physical products sent for the project unless the Client assumes all associated shipping and handling costs. Creator is not responsible for any damages during shipment.
- **Termination Due to Circumstances Beyond Control (Force Majeure):**
If the project is terminated due to circumstances beyond the reasonable control of either party, including, but not limited to, natural disasters, government regulations, or third-party logistical failures, the Creator will **refund a fair and reasonable portion of the deposit**, taking into account any work already completed or costs incurred up to the point of termination.
- **Authenticity & Values:**
The Creator will only produce content that is truthful, authentic, and aligned with their personal and professional values. If, after good faith use or review of the Client's product or script, the Creator determines that they cannot authentically endorse or represent the product as described, or that doing so would require making unsubstantiated or misleading claims, the Creator reserves the right to terminate the agreement. The Creator will **not** be required to create or deliver content that is false, misleading, or in violation of FTC or other applicable regulations. The Creator will **not** be required to partake in inauthentic storytelling.
In such cases:
 - the Creator will promptly notify the Client and will **refund a fair portion of the deposit**, taking into account any work already completed or costs incurred.
 - the Creator is **not** obligated to return any physical products sent for the project unless the Client assumes all associated shipping and handling costs. Creator is not responsible for any damages during shipment.

4. Revision & Project Closure

- The Creator will provide up to the agreed-upon number of revisions (see Section 1).
- **Revision Window:** The Client has up to three (3) business days from delivery of any draft to submit revision requests. If no revision requests are received within this window, the project will be deemed complete and closed.

5. Ownership & Licensing

- **Default Ownership:** All content (videos, thumbnails, etc.) created under this Agreement remains the sole property of the Creator.
- **Licensing:** The Client is granted a limited, non-exclusive license to use the content according to the Usage Rights specified in Section 6.
- **Full Ownership Transfer:** If the Client wishes to obtain full and exclusive ownership of the content (including copyright), this must be negotiated separately and will incur an additional fee. Transfer will be executed upon receipt of full payment for the upcharge.

6. Usage Rights

The Parties must specify and agree on permitted usage for each project (see Section 1). Unless otherwise agreed in writing:

- **Organic Social Media Use:** indefinite
- **Paid Advertising Use:** _____ (option to renew for a negotiable, additional fee)
- **Website Use:** _____ (option to renew for a negotiable, additional fee)

Usage rights are limited to the timeframes specified above. Any use beyond these terms requires written permission and may incur additional fees.

7. Liability Waiver & Indemnification

The Creator operates as an independent contractor, not an employee, agent, or legal representative of the Client. Accordingly:

- The Creator assumes **no liability** for any legal actions, claims, or disputes arising from the Client's business operations.
- The Client agrees to **indemnify and hold harmless** the Creator from any costs, damages, or legal fees incurred due to the Client's business activities.

8. General Provisions

- **Governing Law:** This Agreement shall be interpreted under the laws of **the EU and USA**, without regard to conflict-of-law principles.
- **Severability:** If any clause is deemed unenforceable, the remainder of the Agreement remains valid.
- **Amendments:** Changes must be in writing and agreed upon by both parties.
- **Signatures:** This Agreement is binding upon signature by both Parties.

By engaging the Creator's services, the Client acknowledges they have read, understood, and agreed to these terms.

Creator's Signature: _____

Date: _____

Client's Signature: _____

Date: _____