

VESSA STUDIO · FREE GUIDE

Brand Deal *Red Flags*

The offers and contract clauses to refuse, and what to ask for instead.

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STUDIO · ONE OF A KIND

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00 Brand Deal Red Flags

You'll spot the fake offers and the contract clauses to refuse, know the fairer version to ask for instead, and run one checklist before you sign anything for your AI influencer.

Results vary and nothing in this course is a promise of income, followers or views. Tool names, prices and features change; check each tool's website. This course is general education, not legal, tax or financial advice. Every Vessa influencer is an adult, and Vessa content is never nude or explicit. Always label AI content and paid partnerships.



PART 00

Brand Deal Red Flags

You'll spot the fake offers and the contract clauses to refuse, know the fairer version to ask for instead, and run one checklist before you sign anything for your AI influencer.

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Watch out: This guide is general information, not legal advice. Contract, consumer, advertising and tax rules differ by country and state, and they change. For larger deals, long usage licences, exclusivity, or anything you don't fully understand, ask a qualified lawyer where you live to review the contract before you sign.

00.1 · Red flags before the contract

Some "brands" that message creators are scams: "ambassador programmes" where you pay for products, or attempts to collect your details. Check first.

Check	What a real brand looks like
Company details	A company name, an address, and a working website with real products and a real checkout
Outside reviews	Search the brand name plus "reviews" or "scam"
Contact	An email at their own domain that matches the website. Be careful with free email addresses claiming to be big brands
Money	A real deal never asks you to pay to take part, buy products "at a discount" first, or pay a "shipping fee" for a free product
Links	Don't click unexpected login links in messages. If a "brand" asks you to log in to "accept the collab", go to the platform directly

> **Example:** "Ambassador. Use code YOURNAME for 30% off and get a free item, just pay shipping." This is usually not a brand deal. It's a sales scheme where you are the customer. A real brand deal pays you, sends free product at no cost to you, or both.

Don't pitch, or say yes to, a brand if any of these is true:

- It has spoken publicly against AI content or AI creators.
- Its product is on your no-go list.
- You can't confirm the company is real.
- It asks for, or depends on, claims about health, weight, money or "results".
- It is aimed at children.

00.2 · Terms to refuse at any price

Refuse these whatever the fee. Check every offer against this list.

Never accept	Why
Hiding or removing the AI disclosure	It deceives people and risks platform removal and regulator action
Removing or hiding the ad label	It breaks FTC and ASA/CMA rules and platform policies
Claims your influencer can't honestly make (results, health, taste, personal experience)	False endorsement, and it can be illegal
Content presented as a real customer review or testimonial	Covered by the FTC's 2024 fake reviews rule, and deceptive elsewhere too
Handing over ownership of their identity, face, name, voice or likeness	You'd lose them. Anyone could make content "as them"
The right to make new content of them, or to edit their face or body	They could be shown doing things you'd never approve
The right to train AI models on their images	It gives away their likeness for good
Perpetual, worldwide, all-media rights for a base fee	Years of value for one fee
Unlimited revisions	The work never ends
Unpriced or unlimited exclusivity	It blocks future income with no payment
Payment only on performance, with no fixed fee	All the risk moves to you
"Exposure" instead of payment	No income, and a bad pattern
Paying the brand anything to take part	A sign of a scam, not a deal
Giving a brand your login or password	A security risk. Use platform tools only

Never accept	Why
Unlimited indemnity	Risk with no ceiling
A one-sided morality clause letting them cancel without paying	You lose payment for work done
Nude or sexual content, content aimed at children, or swimwear, lingerie or underwear shown with plush toys or childlike decor	Against many laws and platform policies

> **Watch out:** Not sure about a clause? Don't sign until you are. Ask the brand to explain it in writing.

00.3 · Clauses to fix, and what to ask for

Many clauses just need changing. These are examples to discuss, not finished legal wording.

You see	Why it's a problem	Ask for instead
"Content as required", "ongoing support", "assets"	The work can grow without limit	A list of each deliverable: type, number, length, platforms
"Subject to Brand's approval", with no time limit	They could hold your payment by never approving	"Brand will approve or send one combined list of changes within 3 working days. If Brand does not respond, the drafts are approved."
"Until Brand is satisfied"	Unlimited revisions	One round included, further rounds charged, and changes to an approved concept treated as new work

You see	Why it's a problem	Ask for instead
Net 60, net 90, or "on campaign completion"	You wait months, with no deposit	50% on signing, the rest within 14 days of delivery. Accept longer terms only with a deposit or a higher fee
"Perpetual, irrevocable, worldwide, all media, sublicensable"	Each word widens their rights a lot	A non-exclusive licence for named channels, a set time (for example 90 days) and a named territory. Paid ads only if listed, with their own fee
"Brand owns all work product" or "work made for hire"	Can give them far more than a licence	You own the deliverables; the brand gets the licence
Rights to their "name and likeness" or "derivative works"	They could make new content of your influencer	You keep all rights in their identity and likeness. No editing, no new content, no AI training
"#collab" or "#sp", or a request to drop the AI label	Vague labels hide the ad	"Ad" or "#ad" at the start of the caption, the platform's paid-partnership tool, and the platform's AI label where there is one
You're responsible for product claims	You can't check their facts	The brand supplies facts in writing and is responsible for them. No results or personal-experience claims
Exclusivity over "beauty" or "lifestyle"	It blocks a whole area of work	A narrow category, named competitors, a short time, and a fee
The brand can end the deal "at any time" with no payment	You carry the cost of cancelled work	Deposit kept on cancellation; full fee once drafts are delivered
You indemnify the brand for everything	Uncapped risk, even for their own claims	Each side covers losses from its own breach, and liability is capped, often at the fee

The copyright caveat

If a brand insists on owning the files, that becomes a buyout, and it must still exclude your influencer's identity. Copyright in AI-generated content is uncertain and differs by country. So write the licence as a contract promise, and don't promise a brand "full copyright" you may not have.

00.4 · The red-pen method

When a brand sends its own contract, allow at least an hour for your first few.

1. Read it once for the shape, then again with the checklist below.
2. Highlight these words: perpetual, irrevocable, worldwide, all media, sublicense, work made for hire, derivative, likeness, exclusive, indemnify, sole discretion, at any time, without cause, until satisfied, net 60/90, upon campaign completion.
3. Compare each highlighted clause with sections 00.2 and 00.3.
4. Send your changes as a short, polite list.

TEMPLATE

Subject: Re: [Influencer name] x [Brand] · agreement

Hi [Name],

Thank you for the agreement. A few small changes before signing:

1. Clause [ ] (usage): could we change "perpetual, worldwide" to "[90 days], [territory]", in line with our quote?
2. Clause [ ] (likeness): could we add that Brand won't edit their face or body, create new content of them, or use the files to train AI?
3. Clause [ ] (payment): could we add a 50% deposit on signing?

Happy to talk through any of these. Once they're in, I'll sign.

Best,
[Your name]

Many "standard" contracts still change when asked politely. If a never-accept term truly can't change, walk away.

> **Vessa tip:** If you feel pressure to answer at once, don't. "Thank you, I'll come back to you by tomorrow afternoon" is professional, and it gives you time to check the list.

00.5 · Before you sign

TEMPLATE

PRE-SIGNING CHECK · [Brand] · [date]

[ ] The company is real: address, website, own-domain email, outside reviews
[ ] I'm not paying anything to take part
[ ] I sign under my own name or business, as creator and manager of [Influencer name]. Never as them
[ ] The contract says they are AI-generated, and the brand won't call them a real person
[ ] Every deliverable, size and date is listed
[ ] Feedback deadline, and silence = approved
[ ] Revision rounds are limited
[ ] Fee, deposit, payment date, currency and tax are clear
[ ] Usage: named channels, set time, named territory. Paid ads priced separately
[ ] I keep all rights in their identity. No edits, no new content, no AI training
[ ] Exclusivity is none, or narrow, short and paid
[ ] Ad label and AI label on every paid post
[ ] Not a testimonial; product facts come from the brand
[ ] No nudity, nothing aimed at children, nothing on my no-go list
[ ] Cancellation: deposit kept, kill fee after drafts
[ ] Indemnity is fair and mutual; liability is capped
[ ] For larger or complex deals, a lawyer has reviewed it
[ ] Both sides have signed, and I've saved a copy

Results vary and nothing is guaranteed.

Chapter 00 checklist

- [ ] I check every "brand" is real, and never pay to take part.
- [ ] I have the never-accept list printed and use it on every offer.
- [ ] I keep all rights in my influencer's identity, and never allow AI training on their images.
- [ ] I don't promise a brand "full copyright".
- [ ] Every paid post carries the ad label and the AI label.
- [ ] I know this is general information, not legal advice.

Go deeper

The Brand Deal Playbook ($39) covers the whole journey: finding and scoring brands, media kit, pricing, pitching, negotiating scripts, every common contract clause in plain words, delivery, invoicing and getting paid, long-term partners and a deal tracker.

Find it at vessa.studio/books.html#brand-deal-playbook