CHEAT SHEET

Usage rights and exclusivity: what they mean and what to ask for

These two terms change what a deal is worth more than almost anything else in the contract. They are often buried in the fine print, and both can be priced.

Usage rights

WHAT IT MEANS

The brand's right to use your content beyond your own post: on their channels, in paid ads, on their website or in email.

WHERE IT HIDES

"Whitelisting," "paid usage," "ad rights," "all media" and "perpetual." Running ads through your handle is paid usage too.

ASK FOR

A set time period. A list of where the content can run. A separate fee for paid usage. A renewal fee if they want to extend.

Exclusivity

WHAT IT MEANS

You agree not to work with competing brands for a set time. Every deal you turn down because of it is income you gave up.

WHERE IT HIDES

"Category exclusivity," "non-compete," "first look" and "right of first refusal."

ASK FOR

A narrow category, a short window, written start and end dates, and a fee added for it.

Red flags in the wording

- "in perpetuity"
- "all media, worldwide"
- "any platform"
- "competing brands" with no list
- no end date
- silent on usage

A counter you can copy

> Thanks for the offer. The fee covers [deliverables] on my own channels. Paid usage and exclusivity are priced separately: [usage period] of paid usage is [fee], and [category] exclusivity for [number] days is [fee]. Happy to adjust the scope if the budget is fixed.

Did you give these away?

Our free audit checks your last six months of deals for unpriced usage and exclusivity, and tells you what to ask for next time.

Request your free audit

verdicreators.com