


**Reading Between the Lines:**  
*How to Interpret and Negotiate Contracts to Get What You Want and Deserve*



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**PRESENTERS**  
 Bonnie Taub-Dix, MA, RD, CDN &  
 Mitchell A. Dix, Esq.

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**Learning Objectives:**

- 1**  
 To increase familiarity with contracts to help protect the nutrition entrepreneur.
- 2**  
 To help cement the bonds between the nutrition entrepreneur and brands to clarify their relationships through contracts.
- 3**  
 To outline and define confusing terms in contracts for RDNs.



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**Disclosures**

<b>Bonnie Taub-Dix, MA, RD, CDN:</b>	<b>Mitchell Dix, Esq.</b>
<ul style="list-style-type: none"> <li>• Blue Diamond Almond Breeze</li> <li>• Cartoon Network</li> <li>• Livestrong.com</li> <li>• California Avocado Commission</li> <li>• California Strawberry Commission</li> <li>• TODAY.com</li> <li>• US News &amp; World Report</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>



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### About Bonnie

- Owner of BTD Nutrition Consultants, LLC
- Media personality specializing in providing expert interviews for all forms of media including television, radio, print, and online sources
- Media trainer and business coach for RDs
- Author: *Read It Before You Eat It – Taking You from Label to Table*
- Health and wellness contributor to *US News & World Report*, *TODAY*, *INSIDER*, *Livestrong*
- Brand advisor and social media strategist



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### About Mitchell

- Principal and Founder of Mitchell A. Dix & Associates
- Attorney specializing in Business, Corporate and Real Estate Law
- Former Mayor of the Incorporated Village of Hewlett Neck for 14 years
- Chief Justice of the Incorporated Village of Hewlett Neck



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### OUR TOUGHEST NEGOTIATORS



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## Contact Information

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## DEFINITION OF A CONTRACT

- A written or oral agreement between two or more parties consisting of an offer and acceptance of something of value
- To be enforceable, a contract needs to be clear on the intention of the parties
- Remember: Pencils have erasers for a reason!

**Nothing is etched in stone!**

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## RD RELEVANCE

**It never hurts to ask for what you want!**

In case you're questioning your value, ask yourself:

- What did I pay for my education?
- What did my internship cost me?
- How much time will I spend on this project?
- What is my time worth?
- Why did they choose me?

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## ELEMENTS OF A CONTRACT

- **PARTIES:** Proper Party Identification/Authority
- **TERM:** Defining the Time Frame for Performance
- **SCOPE OF WORK/SERVICES:** What You Will Be Required to Do
- **COMPENSATION:** The Exchange of Something of Value

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## RD RELEVANCE

Read the *entire* contract...even the sections you don't understand!

- Look up terms
- Ask the Agency questions
- Ask colleagues who have experience
- Hire an attorney

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## PARTIES TO A CONTRACT



**The Brand or Company**  
("Client")



**The Agent/Agency**  
("PR Firm")



**You**  
("Spokesperson"  
or "Talent")

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**RD RELEVANCE**

**Understand *all* the parties involved!**

- Although you might connect with the **Brand** on social media platforms, your contract will most likely come from the **PR Agency**
- Today there are so many ways to connect and reach out to boost your business and media presence
  - Tag a Brand on social media posts/stories
  - Pitch to local media via email or a direct message on social
  - Network at conferences and events (in-person or virtual)

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**HOW YOU SHOULD BE IDENTIFIED**

**What's in a name? Maybe everything *you own!***

- Your Name vs. a Limited Liability Company (LLC)
- Professional Liability Insurance: do you need it?

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**RD RELEVANCE**

**The contract should be in the name of your company.**

**Example of language:**

- BTD Nutrition Consultants LLC, solely represented by Bonnie Taub-Dix, RDN, followed by "Spokesperson," "Talent," or other designations they can use to refer to you
- Liability Insurance:
  - Patient Care and Non-direct Patient Care

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## TERM OF THE CONTRACT

**How long does it *really* last?  
Maybe longer than you think!**

**Words to watch out for:**

- "Usage" or "Ownership" rights
- "In Perpetuity"
- "Right to Terminate"
- "Breach"



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## RD RELEVANCE

Unless your contract is incredibly short (i.e. for a specific event, holiday campaign, etc.), the length of your contract may dictate how long you **won't work with other companies!**

**Things to consider:**

- Delete all instances of "In perpetuity"
- Ownership (recipes, photography, etc.)
- Personal loyalty to the Brand beyond the term

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## SCOPE OF WORK/SERVICES

**How should you negotiate the playing field? Identify what you can *really* deliver!**

- Name and likeness
- Right to use or own your work product
- Disclosure (FTC Guidelines)
- Exclusivity/Non-compete



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## RD RELEVANCE

What can you realistically do?

- Body of contract vs. addendum or exhibits
- Advance notice of interviews
- Top tier media vs. secondary sources
- Where your work will appear
- Exclusivity and non-compete clauses can impose strict limits



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## RD RELEVANCE

Federal Trade Commission (FTC) Endorsement Guide

- **WHEN to Disclose:** Show a material connection to the brand including a personal, family, employment, or financial relationship (even if the brand gives you free products or services).
- **HOW to Disclose:** Endorse along with the message where it's easy to see, not hidden with other hashtags, make it obvious on Instagram stories and repeat regularly on livestream.
- It's fine (but not necessary) to include a hashtag with the disclosure, such as #advertisement, #ad or #sponsored.
- Don't use vague or confusing terms like "sp," "spon," or "collab," or stand-alone terms like "thanks" or "ambassador" or abbreviations.

Disclosures 101 for Social Media Influencers: Federal Trade Commission website. <https://www.ftc.gov/influencers>



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## EXCLUSIVITY/NON-COMPETE

I only have eyes for you...for now...

Defined as language in a contract that binds you for an **agreed period of time** so that you **cannot** enter into a similar agreement or relationship with another company, product, or brand during that period.



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## RD RELEVANCE

**Know what you're signing up for!**

- Beware of blanket statements ("nuts," "breakfast foods," "vegetables," "grains")
- Don't commit to **not mentioning** something you can't control
- Brand loyalty outside of the specific product listed in your contract
- Going above and beyond to bolster long-term relationships

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## COMPENSATION

**Defined as the exchange of something of value by both parties to induce performance by the other**

**Types of Compensation:**

- Money
- Physical objects/trips
- A promised action or omission of an action

**Timing and Receipt of Payments:**

- Invoicing

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## RD RELEVANCE

**Know your value to grow your wallet!**

- **Undervaluing yourself** by accepting low rates can bring our entire profession down
- Long-term contracts
- Pay-for-play
- One-offs (surrounding holidays, events, etc.)
- Money vs. exchange of product, etc.

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## LEGAL TERMS: ADDING EASE TO THE LEGALESE

- Indemnification
- Force Majeure (forces outside of your control):  
COVID-19?
- Representations and warranties
- Confidentiality/Non-disclosure
- Breach
- Jurisdiction/arbitration

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## RD RELEVANCE

**"Representations and Warranties"**  
includes your conduct and appearance!

- How do you 'socialize'?
- What is your *brand* reputation?
- What is the *brand's* reputation?
- Are you a *good fit* for each other?

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## RD RELEVANCE: THE TAKEAWAYS

<b>DON'T:</b>	<b>DO:</b>
...be intimidated by the legalese	...remember the credentials that got you here
...skip sections - read the <i>entire</i> contract	...remember why YOU were given a contact
...be afraid to make changes	...remember that your rates impact our entire profession
...be afraid to ask questions	

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## Questions?

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