

SOCIAL MEDIA MARKETING AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Client Name: _____

Client Address: _____

Client Contact Info: _____

SERVICE PROVIDER:

Provider Name: _____

Provider Address: _____

Provider Contact Info: _____

AGREEMENT DETAILS:

Scope of Services: _____

Platforms to be Managed: _____

Content Creation Responsibility: _____

Posting Schedule: _____

PAYMENT TERMS:

Total Fee: _____ USD

Payment Schedule and Method: _____

TERM AND TERMINATION:

This Agreement shall commence upon execution and continue until terminated by either party upon written notice.

Either party may terminate this Agreement for any reason with a minimum of __ days written notice to the other party.

Clause 1 – Purpose

Service Provider agrees to provide social media marketing services to Client as specified in this Agreement, subject to the terms and conditions herein.

Clause 2 – Services

Services include management of social media accounts, content creation, posting, engagement with followers, and reporting, as detailed in the Scope of Services above.

Clause 3 – Client Obligations

Client shall provide timely access to all necessary accounts, materials, and approvals required for Service Provider to perform the services effectively.

Clause 4 – Compensation

Client shall pay Service Provider the fees specified above according to the agreed payment schedule. Late payments may incur interest at the maximum rate permitted by law.

Clause 5 – Confidentiality

Both parties agree to keep confidential all proprietary or sensitive information disclosed during the term of this Agreement and not to use it for any purpose other than performing their obligations herein.

Clause 6 – Intellectual Property

All content created by Service Provider for Client shall be considered 'work made for hire' and Client shall own all rights thereto upon full payment. Service Provider retains the right to use general skills and knowledge.

Clause 7 – Representations and Warranties

Each party represents that it has the full power and authority to enter into this Agreement and that performance will not violate any other agreement.

Clause 8 – Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising out of breach of this Agreement or negligent acts.

Clause 9 – Limitation of Liability

Neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising from this Agreement.

Clause 10 – Independent Contractor

Service Provider is an independent contractor and not an employee or agent of Client. Nothing herein shall create a partnership or joint venture.

Clause 11 – Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of _____. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Clause 12 – Non-Solicitation

During the term of this Agreement and for a period of ___ months thereafter, neither party shall solicit for employment or contract the other party's employees or contractors without prior written consent.

Clause 13 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including acts of God, war, terrorism, or government actions.

Clause 14 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

Clause 15 – Amendments

No amendment to this Agreement shall be effective unless in writing and signed by both parties.

Clause 16 – Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

Clause 17 – Severability

If any provision is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

Clause 18 – Notices

All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses listed above.

Clause 19 – Dispute Resolution

The parties agree to attempt to resolve disputes through good faith negotiation prior to pursuing any legal action.

Clause 20 – Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall have the same legal effect as originals.

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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