

SOCIAL MEDIA MARKETING AGREEMENT

This Social Media Marketing Agreement ("Agreement") is entered into as of [DATE], by and between:

Client: [CLIENT NAME], with a principal address of [CLIENT ADDRESS] ("Client")

and

Service Provider: [SERVICE PROVIDER NAME], with a principal address of [SERVICE PROVIDER ADDRESS] ("Provider")

Collectively referred to as the "Parties."

1. Scope of Services

Provider agrees to perform the following social media marketing services ("Services") for Client:

- 1.1. Management of the following social media accounts: [LIST PLATFORMS, e.g., Instagram, Facebook, TikTok, LinkedIn]
- 1.2. Content creation, including [NUMBER] posts per [WEEK/MONTH] across the platforms listed above.
- 1.3. Content calendar planning and scheduling.
- 1.4. Community engagement, including responding to comments and direct messages within [TIMEFRAME, e.g., 24 hours].
- 1.5. Monthly performance reporting, including metrics such as [ENGAGEMENT, FOLLOWER GROWTH, REACH, ETC.].
- 1.6. Additional services: [DESCRIBE ANY ADDITIONAL SERVICES, e.g., paid ad management, influencer outreach].

2. Content Approval Process

- 2.1. Provider shall submit content for Client's review at least [NUMBER] business days before the scheduled posting date.
- 2.2. Client shall approve or request revisions within [NUMBER] business days of receipt. If no response is received within this period, content will be considered approved.
- 2.3. Provider will make up to [NUMBER] rounds of revisions per content piece at no additional charge.

3. Term and Termination

- 3.1. This Agreement shall begin on [START DATE] and continue until [END DATE], unless terminated earlier in accordance with this section.
- 3.2. Either Party may terminate this Agreement by providing [NUMBER] days' written notice to the other Party.

3.3. Client shall pay for all Services rendered up to the effective date of termination.

3.4. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within [NUMBER] days of receiving notice.

4. Compensation

4.1. Client agrees to pay Provider a fee of \$[AMOUNT] per [WEEK/MONTH/PROJECT] for the Services described in this Agreement.

4.2. Payment is due on the [DAY] of each [MONTH/PERIOD], via [PAYMENT METHOD].

4.3. A late fee of [PERCENTAGE]% will apply to payments not received within [NUMBER] days of the due date.

4.4. Any additional services beyond the scope described in Section 1 will be billed separately at a rate of \$[AMOUNT] per [HOUR/PROJECT], subject to prior written approval by Client.

4.5. Advertising spend on paid campaigns, if applicable, is separate from Provider's fees and shall be paid directly by Client or reimbursed to Provider upon receipt of invoice.

5. Ownership of Content

5.1. All content created by Provider under this Agreement, including graphics, captions, and videos, shall become the exclusive property of Client upon full payment of applicable fees.

5.2. Provider retains the right to use created content in its own portfolio for promotional purposes, unless otherwise agreed in writing.

5.3. Client grants Provider a limited license to use Client's trademarks, logos, and brand assets solely for the purpose of performing the Services under this Agreement.

6. Account Access and Credentials

6.1. Client shall provide Provider with necessary login credentials or administrative access to the social media accounts listed in Section 1.

6.2. Provider agrees to use such access solely for the purposes outlined in this Agreement and to maintain the confidentiality and security of all credentials.

6.3. Upon termination of this Agreement, Provider shall promptly return or revoke access to all Client accounts and materials.

7. Confidentiality

7.1. Each Party agrees to keep confidential any proprietary or sensitive information disclosed by the other Party during the term of this Agreement.

7.2. This obligation shall survive the termination of this Agreement for a period of [NUMBER] years.

8. Independent Contractor Relationship

8.1. Provider is an independent contractor and not an employee, partner, or agent of Client.

8.2. Provider is responsible for its own taxes, insurance, and business expenses related to the performance of the Services.

9. Limitation of Liability

9.1. Provider shall not be liable for any indirect, incidental, or consequential damages arising from the Services, including but not limited to loss of profits, data, or business opportunities.

9.2. Provider's total liability under this Agreement shall not exceed the total fees paid by Client in the [NUMBER]-month period preceding the claim.

10. Performance Disclaimer

10.1. Provider does not guarantee specific results, such as follower growth, engagement rates, or sales, as these are influenced by factors outside Provider's control, including platform algorithms and audience behavior.

11. Compliance with Platform Policies

11.1. Provider agrees to comply with the terms of service and community guidelines of all social media platforms managed under this Agreement.

11.2. Client acknowledges that account suspension or restriction by a platform is outside Provider's control and does not constitute a breach of this Agreement.

12. Governing Law

12.1. This Agreement shall be governed by and construed in accordance with the laws of the State/Province of [STATE/PROVINCE], without regard to its conflict of law principles.

13. Entire Agreement

13.1. This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, agreements, or representations, whether written or oral.

13.2. Any amendments to this Agreement must be made in writing and signed by both Parties.

14. Signatures

By signing below, the Parties agree to the terms and conditions set forth in this Agreement.

Client:

Signature: _____

Printed Name: [CLIENT NAME]

Title: [CLIENT TITLE]

Date: [DATE]

Service Provider:

Signature: _____

Printed Name: [SERVICE PROVIDER NAME]

Title: [SERVICE PROVIDER TITLE]

Date: [DATE]

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