

# SOCIAL MEDIA MANAGEMENT AGREEMENT

**I. THE PARTIES.** This Social Media Management Agreement (“Agreement”) made on \_\_\_\_\_ is by and between:

**Client:** \_\_\_\_\_ (“Client”), and

**Manager:** \_\_\_\_\_ (“Manager”).

Client and Manager are separately referred to herein as a "Party" and collectively as the "Parties."

**II. DESCRIPTION OF SERVICES.** The Manager will provide the following social media services to the Client:

---

---

---

Hereinafter known as the “Services.”

**III. COMMENCEMENT AND TERM.** The Services are to commence upon \_\_\_\_\_ and remain in effect until either the Client or the Manager terminates the Agreement, or until \_\_\_\_\_.

The above period is hereinafter known as the “Term.” After termination, the Parties shall have no obligations or liabilities to one another.

**IV. PAYMENT FOR SERVICES.** The Manager is to be paid \_\_\_\_\_ (flat fee or hourly rate) in the amount of \$ \_\_\_\_\_. Payments are to be made every \_\_\_\_\_ and are due no later than day(s) following the receipt of an invoice.

**V. PERFORMANCE OF SERVICES.** The Manager is not obligated to perform the Services for more than \_\_\_\_\_ hours per week.

**VI. RETAINER.** The Manager is to receive a retainer of \$ \_\_\_\_\_ against which billing will be assessed until it is depleted.

**VII. TAXES.** No applicable taxes will be withdrawn from the Manager’s fees and remuneration by the Client. The Client and the Manager are each individually responsible for their state, federal, and local tax regulations.

**VIII. NOTICES.** All Notices, including requests, claims, waivers, and any other communications, must be submitted in writing either by email or to the listed addresses of each Party to be considered effective within the purview of this Agreement. A Notice is considered

effective only if the intended Party receives it and if the sender has complied with this section in sending it.

**IX. NON-EXCLUSIVITY.** The Manager is free to provide their services to other Clients for the Term of the Agreement. Likewise, the Client is free to hire other managers for the Term of the Agreement. In both cases, neither Party will require the permission of the other to do so.

**X. TERMINATION.** In addition to the any other termination terms or conditions, this Agreement may also terminate:

- a. Upon the death of either the Client or Manager;
- b. If the Manager is unable perform the Services due to a sudden, medically documented physical or mental ailment;
- c. If the business of either the Client or the Manager is liquidated, dissolved, or otherwise discontinued; and
- d. If either the Client or the Manager has any petition filed against them under federal or state bankruptcy or insolvency laws.

Upon termination, all due fees and remuneration calculated to the date of termination must be paid to the Manager. Similarly, at this same point, the Manager must:

- a. Deliver all Services, complete and incomplete, to the Client, along with all software, hardware, and other materials they may have been lent by the Client for the purposes of the Agreement;
- b. Deliver all documents and materials containing the Client's proprietary or confidential information;
- c. Permanently erase all proprietary or confidential information from their computer systems; and
- d. Certify in writing that they have complied with the above.

**XI. CONFIDENTIALITY.** It is acknowledged here that the Manager may receive confidential or proprietary information relating to the Client's business as part of the arrangements enumerated in this Agreement. As any disclosure of this information would be detrimental to the Client, the Manager must:

- a. Avoid disclosing said confidential or proprietary information by any means not authorized by the Client to any third parties, both during the term of this Agreement and for at least one year following termination;
- b. Avoid making copies or duplicating said information unless directed to do so by the Client;
- c. Only use said information for uses explicitly authorized by the Client; and
- d. Inform the Client immediately if they become aware of unauthorized disclosure or use of said information.

**XII. INTELLECTUAL PROPERTY.** All intellectual property created within the scope of the Campaign(s) and Deliverable(s) will become the Client's intellectual property.

**XIII. PORTFOLIO USE.** Outside of the above stipulations regarding confidential and proprietary information and intellectual property, the Manager is free to use all work made for the Campaign(s), and Deliverable(s) in their portfolio once said work has been made public by the Client.

**XIV. CLIENT LEGAL REQUIREMENTS.** The Manager is not responsible for any legal, technical, or regulatory specifications regarding the Client's business; this is the sole responsibility of the Client.

**XV. LIMITATION OF LIABILITY.** The Client's liability will be limited to the total amount of fees due to the Manager.

**XVI. INDEMNIFICATION.** The Client and the Manager will each defend, indemnify, and hold the other harmless (including all affiliates, successors, assigns, employees, agents, officers, and the like) against all losses, damages, deficiencies, liabilities, awards, penalties, or expenses of whatever kind, including attorneys' fees and related legal fees, incurred by themselves in connection with any claims, suits, actions, demands, or judgments arising out of this Agreement.

**XVII. SEVERABILITY.** If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XVIII. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws located in the State this Agreement is executed.

**XIX. FORCE MAJEURE.** The Manager is not liable for cessation or delay of work due to forces beyond their reasonable control, including but not limited to acts of God, military action, riots, and acts of nature.

**XX. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. This Agreement replaces any and all prior agreements made between the Parties.

**XXI. EXECUTION.** The Client and the Manager each represent and warrant to the other that each person executing this Agreement on behalf of each Party is duly authorized to execute and deliver this Agreement on behalf of that Party.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Manager's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_