

SOCIAL MEDIA MARKETING CONTRACT

The Contract is prepared and entered into by

_____ (“Client”), with its main office located at

_____.

and

_____ (“Marketer”), with a mailing address located at

_____.

This Social Media Marketing Contract (“Contract”) is made effective on the ____th day of _____ 20__.

The Contract states that the Client desires to engage the Marketer to deliver all social media marketing services requested by the Client.

The parties hereby agree as follows:

APPOINTMENT

1. The Client officially appoints the Marketer to manage and handle all social media marketing campaigns and activities under this instrument. The Marketer shall also be in charge of any and all advertisements on the Client’s social media channels. During the term of this Contract, the Client hereby acknowledges that the Marketer is self-employed and works as an independent contractor.
2. The Marketer hereby accepts the appointment made by the Client and this shall be in full force and effect upon the start of this Contract’s term.

SCOPE OF THE SOCIAL MEDIA MARKETING SERVICES

1. The parties hereby agree that all social media services that will be rendered by the Marketer shall be subject to the terms and conditions contained herein.
2. Upon entering into this Contract, the Marketer hereby agrees to perform and execute social media marketing services in exchange for the monthly payment that will be given by the Client.

3. The social media marketing services will be provided by the Marketer to the Client upon commencement of this Contract. The said social media marketing services shall include planning and development of marketing strategies and campaigns, managing social media channels and platforms, and posting marketing contents on the Client's social media accounts such as YouTube, Facebook, Twitter, and LinkedIn.
4. Both parties fully agree and acknowledge that this Contract shall not by any means be construed as an employer-employee relationship or partnership. The parties shall have no authority, right, and power to have any control of the business operations of the other party.

DEFINITION OF TERMS

1. **"Products"** - shall mean any and all products that are being produced and sold by the Client.
2. **"Trade Secrets"** - shall mean any trade secrets of the Client, which shall also involve all technical data or information, methods, processes, customer notes, designs, customer lists, and other confidential data in connection with this Contract.
3. **"Contract"** - shall mean all of the terms and conditions made between both parties that are outlined in this instrument.
4. **"Services"** - shall mean all of the social media marketing services that will be executed and delivered by the Marketer to the Client during the term of this Contract.
5. **"Term" or "Initial Term"** - shall mean the period of time in which this Contract will be effective as agreed upon between the parties.

Ownership

1. The Marketer hereby acknowledges that the Client shall exclusively own any marketing contents, works, and materials produced by the Marketer upon the execution of this Contract.
2. The Marketer does not own any marketing materials and contents except for certain equipment owned and provided by the Marketer. The Marketer is fully aware of the legal consequences that may arise from illegal or unauthorized

duplication of any marketing contents and other confidential information of the Client to other persons under this instrument.

Responsibilities

Client

1. Upon entering into this Contract, the Client shall be responsible for all costs and payments that will be required for the Marketer's performance of the social media marketing services.
2. The Client shall be responsible for any and all marketing materials, equipment, and company logo(s) requested by the Marketer. The Client shall also provide timely feedback to the Marketer and monitor progress of the marketing campaigns.
3. The Client hereby provides a temporary license to the Marketer to have access to the Client's systems, methods, product specifications, technical data, customer lists, customer notes, processes, project information, and other confidential information that may be necessary for the completion of this instrument.

Marketing agency

1. In exchange for the payments that will be given by the Client to the Marketer, the Marketer shall ensure to perform and execute all social media marketing services requested by the Client and accomplish all of the required documents herein.
2. Upon execution of this Contract, the Marketer shall also provide social media marketing plans, traffic reports, weekly status reports, and other relevant data pertaining to the execution of the marketing campaigns under this instrument.
3. Furthermore, if the Client requests for additional services from the Marketer, the Marketer shall be able to provide such additional services. The Client shall pay for all costs and expenses that may be incurred upon the execution of such additional services.

Term, termination, and default

1. The parties hereby agree that the term of this Contract shall officially commence on the _____ day of _____, and shall continue for three (3) consecutive years.

2. The agreed upon termination date of this Contract shall expire on or before _____, 20____. If either party becomes insolvent, bankrupt, or duly appointed, this shall lead to the termination of this Contract.
3. Either party may wish to renew this Contract after its termination through providing a written notice of the renewal to the other party. This notice shall be given at least thirty (30) days prior to the desired date of renewal. This Contract's renewal shall be duly signed and made in writing by the parties.
4. Any lacking documents under this Contract shall be construed as material breach or default of this Contract. Also, any duties and responsibilities not performed in accordance with the terms and conditions herein shall also result in breach of this instrument.

Compensation and billing

1. Upon signing this Contract, the Client shall pay a monthly fee of \$_____. The Client agrees to pay every bi-weekly to the Marketer and the payment method shall be via PayPal or personal checks.
2. The Marketer is entitled for reimbursements from the Client for any and all out-of-pocket fees and costs in the duration of the term of this Contract. Yet, the Marketer is obligated to present all valid receipts and documents that will prove such out-of-pocket expenses.
3. If the Client is unable to pay on the agreed upon due date of this instrument, the Marketer shall automatically cease to provide its services to the Client. The Marketer may only resume to provide its services when the Client has fully paid its remaining balance.

Confidential information

1. All technical data, trademarks, trade secrets, customer lists, project information, product specifications, operations, methods, and other information pertaining to the Client shall be deemed as strictly confidential. This provision shall survive the termination of this Contract.
2. In the duration of this Contract, it may be necessary for the Marketer to have access to such confidential information for the limited purpose of executing the social media marketing services specified under this Contract.

3. The parties hereby agree not to share any confidential information to any third party or entity. If either party wishes to disclose such information, they shall secure a signed and written consent from the other party.

Indemnities

1. The Client hereby indemnifies and holds harmless the Marketer and its successors for any claims and liabilities. All costs of the liabilities, damages, and claims that may be brought upon to the Marketer for the execution of this Contract shall be paid for by the Client. This shall also include additional expenses and reasonable attorney's fees.
2. The Marketer hereby indemnifies and holds harmless the Client from and against any losses, damages, and legal actions that may occur in relation to this Contract.

Amendments

All provisions hereunder shall be considered as complete and final. If either party desires to make modifications, amendments, or changes to this Contract, this shall be made in writing and signed by the parties herein. It is also required for either party to send an amended copy of this Contract to the other.

Severability

The parties agree that if any term of this Contract shall be held as void or illegal, such term shall be deemed as ineffective and shall not be included under this instrument. Any other provisions under this Contract shall remain as valid, legal, and enforceable.

Intellectual property rights

Upon signing this Contract, any intellectual property such as the Marketer's marketing plans, notes, project information, marketing contents, marketing campaigns, and other information in relation to the performance of this Contract shall be owned by the Client.

Representations and warranties

1. The Client hereby warrants and represents to diligently perform and deliver any and all documents that may be required in order to fulfill their duties and responsibilities under this Contract.
2. The Marketer hereby warrants that all obligations and responsibilities under this instrument shall be executed efficiently in accordance with the terms and conditions of this Contract. The Marketer further warrants and represents that the works and marketing contents that will be produced under this Contract are true and do not infringe upon the right of privacy, right of publicity, and copyright.

Notices

All notices herein shall be made in writing and hand delivered by a certified mail, courier service, or registered post. The parties agree to give all notices to each other and resolve any non-payments or unpaid debts within fourteen (14) business days.

Nature of relationship

Upon execution of this instrument, the Marketer hereby establishes to the Client that they are self-employed and independent contractors hereunder. The parties have not entered into a partnership, employer-employee, or joint venture upon signing this Contract.

Assignment of rights

This Contract shall be binding upon and shall inure to the benefit of the parties, including but not limited to their staff, officers, members, assigns, heirs, successors, employees, directors, assigns, and representatives. The parties' duties, responsibilities, and rights under this Contract shall not be assigned to any person without the prior written consent duly signed by both parties.

Entire contract

This Contract shall be interpreted as the entire contract between the parties and their respective heirs, employees, legal successors, directors, members, staff, representatives, and officers. Any communications, agreements, understandings, and contracts made between the parties in the past shall be construed as void.

Governing law and jurisdiction

This Contract and any claims or dispute arising out of it shall be construed and governed under the jurisdiction and the laws of the state of _____.

Arbitration

Upon execution of this Contract, the parties acknowledge and agree that all disputes that may arise in relation to this instrument shall be promptly resolved between the parties. The parties may choose to resolve such disputes through binding arbitration and submit to a sole arbitrator. The arbitration shall be submitted and conducted in _____. Any and all arbitrations in connection with this Contract shall be governed by the Arbitration and Conciliation Act.

Signatures

IN WITNESS WHEREOF, each of the Parties has executed this [Social Media Marketing] Contract, both Parties by its representative, as of the day and year set forth below.

Client

Marketer
