

# **SOCIAL MEDIA MANAGEMENT CONTRACTUAL AGREEMENT**

## **PARTIES**

- This Social Media Management Contractual Agreement (hereinafter referred to as the “Agreement”) is entered into on \_\_\_\_\_ (the “Effective Date”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the “Client”) and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter referred to as the “Social Media Manager”) (collectively referred to as the “Parties”).

## **SERVICES PROVIDED**

The Social Media Manager agrees to provide comprehensive social media management services, tailored to the Client's specific needs and objectives. These services include but are not limited to:

1. Development of a customized social media strategy aligned with the Client's brand identity and marketing goals.
2. Creation of engaging and relevant content for distribution across various social media platforms, including but not limited to Facebook, Instagram, Twitter, LinkedIn, and TikTok.
3. Regular posting and scheduling of content to maximize audience engagement and reach.
4. Monitoring and moderation of social media channels to ensure timely responses to comments, messages, and inquiries.
5. Implementation of targeted advertising campaigns to increase brand visibility, drive website traffic, and generate leads.
6. Analysis of social media metrics and performance data to assess the effectiveness of strategies and make data-driven optimizations.
7. Ongoing communication and collaboration with the Client to provide updates, discuss strategy adjustments, and address any concerns or feedback.

The Social Media Manager commits to delivering high-quality services in a timely manner, with the ultimate goal of enhancing the Client's online presence, fostering audience engagement, and driving measurable results.

## **INTELLECTUAL PROPERTY**

Any original content, including but not limited to graphics, text, images, and videos, created or developed by the Social Media Manager during the term of this agreement shall be considered the exclusive property of the Client. The Social Media Manager agrees to assign all rights, title, and interest in such content to the Client, including the right to use, modify, and distribute it as deemed necessary. The Social Media Manager further warrants that any content provided to the Client does not infringe upon the intellectual property rights of any third party. This provision ensures that the

Client retains full ownership and control over all intellectual property created or utilized in connection with the social media management services provided under this agreement.

### **CONFIDENTIALITY**

- Both Parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the term of this Agreement, including but not limited to client lists, marketing strategies, and financial information. This obligation extends to all employees or agents involved in the execution of this Agreement. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law. This obligation of confidentiality shall survive the termination of this Agreement.

### **TERMINATION**

- Either Party may terminate this Agreement upon [insert notice period] written notice to the other Party for any reason.
- In the event of termination, the terminating Party shall provide written notice specifying the effective date of termination. Upon termination, the Client shall compensate the Social Media Manager for any services rendered up to the date of termination, based on the agreed-upon payment terms.
- The Parties shall cooperate to ensure a smooth transition of responsibilities, including the transfer of any necessary assets, accounts, or materials. Upon termination, both Parties shall promptly return any property or Confidential Information belonging to the other Party. This termination provision shall not affect any rights or obligations accrued prior to the effective date of termination.

### **FORCE MAJEURE**

- Party shall be liable for any failure or delay in performing their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, government actions, natural disasters, or epidemics. If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party and make reasonable efforts to mitigate the impact. The affected Party's obligations shall be suspended during the Force Majeure Event, and the time for performance shall be extended accordingly. If the Force Majeure Event continues for [insert duration], either Party may terminate this Agreement upon written notice to the other Party.

### **RENEWAL OF AGREEMENT**

- The Parties agree that this Agreement, prior to its termination, is subject to renewal provided that both parties submit a signed addendum agreeing to the renewal.

### **FEES**

- The Client agrees to pay the Social Media Manager [insert amount] for the services provided, payable [insert payment terms]. Late payments will incur [insert late fee terms]. The Client is

responsible for reimbursing any incurred expenses. Taxes, if applicable, are not included in the fees and are the Client's responsibility.

### **AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

### **SEVERABILITY**

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

### **DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to [insert means] (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of [insert applicable law].

### **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of [insert applicable law].

### **SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

CLIENT

SOCIAL MEDIA MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE