

SOCIAL MEDIA MARKETING AGREEMENT

Location: _____ Date: _____

Parties:

Client Name: _____

Client Address: _____

Client Contact Info: _____

Marketing Agency Name: _____

Agency Address: _____

Agency Contact Info: _____

Clause 1 – Scope of Services

The Agency agrees to provide social media marketing services (the “Services”) as described in the attached Schedule A. Services include content creation, posting, engagement, and analytics reporting on agreed platforms. The Client agrees to cooperate and provide necessary access and materials.

Clause 2 – Term

This Agreement shall commence upon execution by both parties and shall continue until terminated in accordance with Clause 12 herein.

Clause 3 – Fees and Payment

Client agrees to pay Agency the fees set forth in Schedule B. Payments are due within thirty (30) days of invoice receipt. Late payments incur a late fee of 1.5% per month or the highest rate permitted by law.

Clause 4 – Client Responsibilities

Client shall provide timely approvals, access to social media accounts, brand guidelines, and any necessary materials. Failure to do so may delay Services and is not the responsibility of the Agency.

Clause 5 – Intellectual Property Rights

All original content created by Agency under this Agreement are works made for hire and shall be the sole property of Client upon full payment. Agency retains the right to use created content for portfolio and marketing purposes unless expressly prohibited.

Clause 6 – Confidentiality

Both parties agree to keep confidential all proprietary information obtained during the term of this Agreement and not to disclose such information to third parties without prior written consent.

Clause 7 – Representations and Warranties

Each party represents that it has the authority to enter into this Agreement and perform its obligations. Agency warrants that Services will be performed in a professional and workmanlike manner.

Clause 8 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, losses, liabilities, damages, costs, or expenses resulting from breach of this Agreement or negligence.

Clause 9 – Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

Clause 10 – Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other. Upon termination, Client shall pay Agency for all Services rendered up to the termination date, including any non-cancellable commitments.

Clause 11 – Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, Client agrees not to solicit or hire Agency employees or contractors involved in providing Services without prior written consent.

Clause 12 – Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of law principles. Any disputes arising under this Agreement shall be resolved by binding arbitration in _____ County, _____, in accordance with the rules of the American Arbitration Association.

Clause 13 – Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, government actions, or internet failures.

Clause 14 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties to be effective.

Clause 15 – Entire Agreement

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

Clause 16 – Notices

All notices under this Agreement shall be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or email with confirmed receipt to the addresses specified herein.

Clause 17 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 18 – Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

Clause 19 – Relationship of the Parties

Agency is an independent contractor and nothing in this Agreement shall be construed as creating an employment, partnership, joint venture, or agency relationship.

Clause 20 – Signatures and Counterparts

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

CLIENT SIGNATURE

AGENCY SIGNATURE

Signature: _____

Signature: _____

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