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### **Social Media Marketing Agreement**

This Social Media Marketing Agreement (hereinafter "Agreement"), is made effective as of \_\_\_\_\_ by and between the following parties:

\_\_\_\_\_, hereinafter referred to as "Client," having an address at

\_\_\_\_\_  
Email: \_\_\_\_\_

and \_\_\_\_\_, hereinafter referred to as "Marketer," having an address at

\_\_\_\_\_  
Email: \_\_\_\_\_

The parties shall be referred to individually as "Party" and collectively as the "Parties."

#### *RECITALS:*

*WHEREAS, Client is engaged in the following business (the "Business"):*

\_\_\_\_\_

*WHEREAS, Marketer has expertise and experience in creating, overseeing, and operating successful social media marketing campaigns;*

*WHEREAS, Client would like to engage Marketer to create and/or manage certain Campaigns, as defined more fully below;*

*NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:*

**Article 1 - SCOPE:**

This Agreement sets forth the terms and conditions whereby Marketer agrees to produce certain Campaigns, as described below, for Client. Marketer will be engaged solely and exclusively for the limited purpose of provision of the Campaigns.

Neither party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

**Article 2 - DESCRIPTION OF SERVICES & WARRANTIES:**

The Client hereby engages the Marketer and the Marketer accepts such engagement to create and/or manage the following Campaigns:

Title: \_\_\_\_\_

Description:

\_\_\_\_\_

Marketer represents and warrants that Marketer has the knowledge, skills, and experience necessary to be lawfully engaged for the purposes described above. Marketer agrees that any original copy provided within the Campaigns will be the sole and exclusive authorship of Marketer and that the copy will be free from plagiarism.

Marketer agrees to use reasonable care, as is considered standard in Marketer's industry, to ensure that all statements contained within the Campaigns are true and do not infringe upon the copyright, right of privacy, right of publicity, or any other proprietary right of any third party. Client acknowledges and agrees, however, that full and final verification for accuracy is Client's responsibility.

**Article 3 - EDITS AND APPROVAL:**

The deadline for the completed Campaign plans to be provided to the Client is as follows: \_\_\_\_\_. It is understood between the Parties that the Campaigns will evolve and change over time, but the deadline date above is for the provision of the initial completed Campaigns to Client.

The Client agrees not to alter the Campaigns unless the alterations are agreed upon by both parties in writing and notated within or upon this Agreement.

Marketer's fees include the following number of edit rounds per Campaign: 2. These edits include the following components:

\_\_\_\_\_

If Marketer shall not hear from Client within the following specified number of days after submission of the Campaigns, the Campaigns shall be considered accepted with no further changes permitted: 2.

If the Client wishes to alter the Campaigns beyond the initial descriptions listed and beyond the included edits, Marketer will still be owed all fees invoiced before any additional edits are made. Marketer shall then invoice for additional edits, which will be determined at the time the edits are discussed.

**Article 4 - INTELLECTUAL PROPERTY:**

All intellectual property contained within the Campaigns will become the intellectual property of Client, free and clear, as a work-made-for-hire.

Marketer may be engaged or employed in any other business, trade, profession, or other activity which does not place Marketer in a conflict of interest with the Client, provided, that, during the term, Marketer shall not be engaged in any business activities that compete with the business of the Client without the Client's prior written consent.

**Article 5 - FEES AND EXPENSES:**

Client will be billed through an invoicing system weekly in the amount of \$2 (two US dollars).

Marketer may only spend the following maximum amount of hours on Client's work per week: 2.

Payment will be made within the following amount of time after receipt of the invoice: \_\_\_\_\_. For past due invoices, a late fee of the following will apply:

\_\_\_\_\_

The work will begin at the execution of this Agreement as well as when Marketer receives the following retainer: \$2 (two US dollars). Billing will be assessed against the retainer until it has been used up.

Client agrees to reimburse pre-approved expenses and costs as indicated on invoices. Such expenses and costs shall be accompanied by receipts and reasonable supporting documentation. The Parties will agree on the expenses prior to the expenses being incurred.

**Article 6 - TAXES:**

Marketer herein acknowledges that they will receive an IRS Form 1099-MISC from the Client. Client shall not withdraw any applicable tax funds from any fees paid to Marketer. Marketer and Client shall each be solely responsible for all of the federal, state, and local taxes applicable to them.

**Article 7 - MILESTONES:**

All work is to be completed and wrapped up by \_\_\_\_\_.

Marketer agrees to the following milestones:

\_\_\_\_\_

**Article 8 - NONEXCLUSIVITY:**

Client and Marketer hereby acknowledge and agree that nothing contained herein is to establish an exclusive relationship between the Parties. Marketer shall be free to continue working for and taking on new clients, without regard to Client. Marketer does not need Client approval for any such work. Client is also free to hire additional marketers for any of Client's work and does not need Marketer's approval to do so.

**Article 9 - CLIENT LEGAL REQUIREMENTS:**

It is the Client's sole and exclusive responsibility to ensure that all legal requirements for Client's business are met. Such legal requirements include, but are not limited to, ensuring claims on advertising and graphics are true, accurate, and may be legally stated, as well as ensuring all products and product sales are lawful are lawful. Marketer

shall not be responsible for any legal, technical, or regulatory specifications.

#### **Article 10 - TERMINATION:**

The Parties may terminate this Agreement prior to the specified end date by giving notice in writing. Notice shall be given at least the following amount of time before termination: \_\_\_\_\_.

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party.

If Client finds Marketer's work unsatisfactory, Marketer shall be given the following amount of time for one revision to cure: \_\_\_\_\_. After this cure period, if Client still finds the work unsatisfactory, Marketer shall not be under any additional obligations. Client shall still be responsible to pay Marketer all due fees and the Parties may then terminate this Agreement.

This agreement will also immediately terminate upon the death of the Marketer or Client, the inability of the Marketer to perform the services because of a sudden and medically documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client or Marketer in any manner, or the filing of any petition by or against the Client or Marketer under federal or state bankruptcy or insolvency laws.

Upon termination for any reason, all fees and reimbursements shall be paid and provided to the Marketer as they have accrued up to the date of termination.

Upon expiration or termination of this agreement, or at any other time upon the Client's written request, Marketer shall promptly after such expiration or termination:

- Deliver to the Client all work (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Marketer's use by the Client;
- Deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Client's confidential or proprietary information, as discussed further elsewhere in this Agreement;
- Permanently erase all of the confidential or proprietary information from any of the Marketer's computer systems; and
- Certify in writing to the Client that Marketer has complied with the requirements of

this clause.

#### **Article 11 - CONFIDENTIAL OR PROPRIETARY INFORMATION:**

Marketer hereby acknowledges and agrees that Marketer may receive confidential and/or proprietary information relating to Client's business. Such information may include, but will not be limited to, client lists, client notes, specifications, project information, plans, and/or technological resources. The confidential and/or proprietary information is significantly important to Client's business and it has been developed or obtained over time, with significant resources involved. Marketer understands and agrees that any unintended disclosure of any of the confidential and/or proprietary information would be significantly detrimental to Client. As such, Marketer agrees that they shall:

- I) Not disclose the confidential and/or proprietary information by any means not authorized by the Client to any third parties;
- II) Not copy or duplicate the confidential and/or proprietary information unless specifically directed to do so by the Client;
- III) Not disclose the confidential and/or proprietary information by any unauthorized means to any third parties for a period of at least one year following the termination of this agreement;
- IV) Not use the confidential and/or proprietary information for any purpose except those expressly authorized by the Client;
- V) Inform Client immediately if Marketer becomes aware of any unauthorized use or disclosure of the confidential and/or proprietary information.

#### **Article 12 - PORTFOLIO USE:**

Notwithstanding the specific rights of intellectual property outlined by this Agreement, Marketer shall be permitted to use all work in Marketer's professional portfolio, after such work has been made public by the Client. Nothing contained herein shall limit Marketer's such right.

#### **Article 13 - INDEMNIFICATION:**

Marketer and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

**Article 14 - SURVIVAL:**

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

**Article 15 - DISPUTE RESOLUTION:**

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by Marketer will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

**Article 16 - GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the work provided hereunder: \_\_\_\_\_.

**Article 17 - BENEFIT:**

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.

**Article 18 -**

**Article 19 -**

**Article 20 - FORCE MAJEURE:**

Marketer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

**Article 21 - HEADINGS:**

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

**Article 22 - ENTIRE AGREEMENT; MODIFICATION:**

The agreement embodies the entire agreement between the Client and Marketer relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both parties.

*IN WITNESS WHEREOF, the Parties execute this Agreement as follows:*

Client:

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

Signature: \_\_\_\_\_



Marketer:

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

Signature: \_\_\_\_\_