

# SOCIAL MEDIA MANAGEMENT CONTRACT

## 1. 1. Parties and Engagement

This Social Media Management Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [AGENCY OR MANAGER NAME], a [ENTITY TYPE] located at [PROVIDER ADDRESS] (the "Manager"), and [CLIENT NAME], a [ENTITY TYPE] located at [CLIENT ADDRESS] (the "Client"). The Manager is engaged as an independent contractor to plan, produce, publish, and monitor social media content for the Client on the accounts listed in Section 3. The Manager controls the methods and personnel used to perform the services, is responsible for its own taxes, insurance, and equipment, and receives no employee benefits. The day-to-day contacts are [MANAGER CONTACT AND EMAIL] and [CLIENT CONTACT AND EMAIL], and the Client will name one person authorized to approve content and expenditure.

## 2. 2. Scope of Services and Monthly Deliverables

Each calendar month the Manager will deliver: [DELIVERABLE COUNTS BY PLATFORM, e.g., 12 in-feed posts and 20 story frames on Instagram, 8 posts on LinkedIn, and 4 short-form videos], together with a content calendar delivered by [CALENDAR DELIVERY DATE, e.g., the 25th of the preceding month], caption copywriting, hashtag and tagging strategy, scheduling and publishing, and a monthly performance report. Community management covers responding to comments and direct messages for up to [COMMUNITY MANAGEMENT HOURS] per month during [COVERAGE HOURS, e.g., business days 9:00 a.m. to 5:00 p.m. local time], with a target first response within [RESPONSE TARGET, e.g., 4 business hours]. Excluded unless separately quoted: paid advertising management, influencer outreach, professional photography or video shoots, graphic design beyond templated assets, website or blog content, crisis communications, review site management, and coverage outside the hours above.

## 3. 3. Accounts, Access, and Ownership

The Client is and remains the owner of all social media accounts, business manager assets, ad accounts, pixels, audiences, handles, and page assets used in the services, including any created by the Manager during the engagement. Accounts covered by this Agreement are: [ACCOUNT LIST WITH HANDLES]. The Client will grant the Manager the minimum administrative access needed through a business manager or equivalent delegated access system rather than by sharing personal passwords, and will retain full owner-level access to every asset at all times. Where a password must be shared, it will be delivered through a password manager and rotated on termination. The Manager will not change ownership, remove Client administrators, or transfer any asset without written instruction. On termination, the Manager will remove its personnel from all accounts and confirm removal in writing within [ACCESS REMOVAL PERIOD, e.g., five business days].

## 4. 4. Content Approval and Publishing Workflow

The Manager will submit the monthly content calendar for review by [CALENDAR APPROVAL DATE], and the Client will approve it or return one consolidated set of written comments within [APPROVAL WINDOW, e.g., three business days]. The fee includes [REVISION ROUNDS] round(s) of revisions per calendar. If the Client does not respond within the approval window, the calendar is deemed approved and the Manager may publish on schedule, and the Manager is not responsible for delays or gaps in posting caused by late approvals. Reactive or time-sensitive posts may be published without prior approval where the Client has authorized a standing category of content in writing. The Client may request removal of any published post, and the Manager will remove it within [REMOVAL PERIOD, e.g., 4 business hours] of a written request during coverage hours.

## **5. 5. Client Responsibilities and Materials**

The Client will provide brand guidelines, logo files, product information, imagery, video assets, promotional calendars, and any regulatory or claims restrictions the Manager must follow, and will keep that information current. The Client warrants that all materials it supplies are owned or properly licensed and may lawfully be published, and that any product claim it asks the Manager to publish is truthful and substantiated. The Client will notify the Manager promptly of anything that affects publishing, including product recalls, service outages, legal disputes, or media inquiries. The Client remains responsible for its own regulatory obligations, including advertising disclosures, industry-specific rules, and any sweepstakes or contest requirements, and will not require the Manager to publish content that violates a platform policy or applicable law.

## **6. 6. Fees, Term, and Payment**

The Client will pay a monthly retainer of [MONTHLY RETAINER], invoiced [INVOICE TIMING, e.g., on the first of each month in advance] and due within [PAYMENT TERM, e.g., 10 days]. The initial term is [INITIAL TERM, e.g., three months], after which this Agreement continues month to month until terminated under Section 12. Work beyond the monthly scope is billed at [HOURLY OVERAGE RATE] and requires written approval before it is performed. Past-due amounts accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by law, whichever is less, and if any invoice is more than [SUSPENSION TRIGGER, e.g., 10 days] overdue the Manager may pause publishing and community management after written notice. Retainer fees are for reserved capacity and are not reduced for unused deliverables in a given month; unused deliverables do not roll over unless stated here: [ROLLOVER POLICY].

## **7. 7. Advertising Spend and Paid Campaigns**

Paid media budget is not included in the retainer. Where the Client authorizes paid campaigns, the budget of [MONTHLY AD BUDGET] will be funded directly by the Client using a payment method belonging to the Client attached to an ad account owned by the Client. The Manager will not advance ad spend on its own card unless the Parties agree in writing, in which case reimbursement is due within [AD SPEND REIMBURSEMENT PERIOD, e.g., seven days] and a handling fee of [HANDLING FEE PERCENTAGE] applies. Campaign management, if included, is charged at [AD MANAGEMENT FEE, e.g., a flat monthly fee or a percentage of spend] and covers setup, audience configuration, creative scheduling, and optimization. The Manager will not exceed the authorized budget without written approval and will provide spend reporting with each monthly report. The Manager does not guarantee any level of reach, cost per result, conversion, or return on ad spend.

## **8. 8. Reporting and Performance**

The Manager will deliver a written report by [REPORT DELIVERY DATE, e.g., the 10th business day after month end] covering follower growth, reach, impressions, engagement rate, top performing content, link clicks, and paid campaign results where applicable, together with commentary and recommendations for the following month. The Parties will hold a review call [REVIEW CADENCE, e.g., monthly] to discuss results and priorities. Both Parties acknowledge that platform algorithms, third-party analytics, and reach are outside the control of the Manager, that historical results do not predict future performance, and that the Manager makes no guarantee of follower counts, engagement levels, leads, or sales. Any performance target stated here is a goal rather than a warranty: [PERFORMANCE GOALS].

## **9. 9. Content Ownership and Portfolio Rights**

On payment of the retainer for the month in which content was produced, the Client owns the content created for it under this Agreement, including graphics, captions, and video edits, and the Manager assigns all copyright in that

content to the Client. The Manager retains ownership of its templates, presets, workflows, tools, reporting formats, and general methodology, and grants the Client a perpetual non-exclusive license to use them as embedded in delivered content. Stock assets, licensed music, and third-party templates remain governed by their own licenses. The Manager may reference the Client by name and display examples of the work and anonymized performance results in a portfolio or case study unless the Client objects in writing, and will not disclose confidential figures without written consent.

## **10. 10. Confidentiality and Account Security**

Each Party will keep confidential the non-public information of the other, including strategy, pricing, customer data, unreleased products, analytics, and account credentials, will use it only to perform this Agreement, and will protect it with at least reasonable care. The Manager will limit credential access to personnel who need it, will require multi-factor authentication where the platform supports it, and will notify the Client without undue delay and in any event within [SECURITY NOTICE PERIOD, e.g., 24 hours] of any suspected compromise of an account it manages. The Manager will not download, export, or retain follower or customer data except as needed to perform the services and will delete or return it on termination. These obligations continue for [CONFIDENTIALITY PERIOD, e.g., two years] after termination.

## **11. 11. Compliance and Platform Rules**

The Manager will follow the terms and advertising policies of each platform and will not use bots, purchased followers, engagement pods, or automation that violates platform rules. Sponsored, affiliate, or partnership content published on Client accounts will carry clear and conspicuous disclosure as required by Federal Trade Commission guidance. The Manager will decline any instruction that would require a false or unsubstantiated claim, an undisclosed endorsement, or a violation of platform policy, and doing so is not a breach of this Agreement. Neither Party controls platform decisions, and the Manager is not liable for account suspension, reach reduction, feature removal, or content takedown by a platform, except where caused by its own violation of this section.

## **12. 12. Term, Termination, and Transition**

After the initial term, either Party may terminate for convenience by giving [TERMINATION NOTICE, e.g., 30 days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice. Fees for the notice period remain payable, and the Manager will continue to perform the agreed scope through the end of it unless the Client directs otherwise. On termination, the Manager will deliver the current content calendar, any produced but unpublished assets for which payment has been made, working files where included in Section 9, a final report, and confirmation that its access to all accounts has been removed within [ACCESS REMOVAL PERIOD, e.g., five business days]. Additional transition support beyond that handover is available at [TRANSITION RATE].

## **13. 13. Liability, Indemnification, and General Provisions**

Neither Party is liable for indirect, incidental, consequential, or special damages or lost profits, and the total liability of the Manager will not exceed the fees paid by the Client in the [LIABILITY CAP PERIOD, e.g., three months] preceding the claim, excluding ad spend passed through. Each Party will defend and indemnify the other against third-party claims arising from breach of its own warranties, and the Client will indemnify the Manager against claims arising from Client-supplied materials or from claims the Client instructed it to publish. This Agreement is governed by the laws of the State of [GOVERNING STATE] and disputes will be brought in the courts located in [VENUE COUNTY AND STATE] after informal resolution efforts. This Agreement is the entire agreement between the Parties, amendments must be in writing, neither Party may assign without consent except to a successor of its business, and neither Party is liable for delay caused by events beyond its reasonable control,

including platform outages.

#### **14. 14. Signatures**

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

MANAGER: [AGENCY OR MANAGER NAME]. Signature: \_\_\_\_\_. Printed Name:

[MANAGER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature:

\_\_\_\_\_. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This

Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

#### **15. Disclaimer**

This template is provided for general informational purposes only and is not legal advice. Social media services touch advertising disclosure rules, sweepstakes and contest laws, privacy law, industry-specific marketing restrictions, and platform terms that change frequently and vary by jurisdiction. Review and adapt this document for your own business, and consult a licensed attorney before using it in a regulated industry or where significant advertising budget is involved. Use of this template does not create an attorney-client relationship with ScanContract.

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