

Social Media Management Service Contract

This contract is a legally binding agreement between _____, of _____ (“Client”)
Client’s Name Client’s Organization
and Southwest Marketer LLC, entered into on _____.
Today’s Date

Agreement

- Whereas the Consultant will perform a myriad of services (See Sec. 2) designed to boost the social media presence of the Client.
- Whereas the Client will compensate the Consultant for said services by paying a monthly fee (See Sec. 3) due monthly or as agreed upon per contract.
- Whereas this agreement is binding for an initial period of thirty (30) days, and will continue in thirty (30) day increments thereafter so long as both parties should agree.

Terms

1. Duration

- The Consultant will render services to the Client for an initial period of thirty (30) days beginning on _____ and ending on _____.
- The Consultant may have thirty (30) days to establish a presence on behalf of the organization across all agreed upon platforms. During this time, the Consultant will work to establish what techniques will work best for the organization. After thirty (30) days, the Consultant will become responsible for the maintenance portion of the agreement (See Sec. 2) whereby the Consultant must achieve a daily quota of social interactions on behalf of the organization.
- Once the initial thirty (30) days have transpired, either party may opt to conclude the agreement without penalty. Otherwise, the two parties may extend the existing agreement in thirty (30) day increments so long as both parties shall agree.
- Should the Client choose to terminate the contract without cause prior to the end of the initial thirty (30) day period, the Client must present the Consultant with a written notice of termination and compensation equal to the amount to be paid to the Consultant over the duration of the initial contract period.

Southwest Marketer LLC

2. Services

- Southwest Marketer LLC will establish the organization's presence on the following social media platforms:
 - a. Facebook
 - b. Twitter
 - c. LinkedIn
- Southwest Marketer LLC will meet quotas agreed upon:
- Southwest Marketer LLC will provide the Client with analytic reports via <https://report.azmarketer.com>:
- The services cited in this section (Sec. 2) represent a complete list of the Consultant's contractual obligations. The Consultant may elect to provide additional services when deemed necessary. Should this occur, the Client will not be billed for additional services. However, the performance of additional services in one period does not obligate the Consultant to provide such additional services in future periods.

3. Compensation

- Southwest Marketer LLC will establish and/or optimize the Client's social media presence across the agreed upon social platforms for a onetime charge of \$_____/month, due by the ____ day of each month during the contract period.
- The Consultant will accept payment in Credit Card, Cash or Company Check should be delivered in person or mailed to the address below:
4337 E. Charleston Ave.
Phoenix, AZ. 85032

Southwest Marketer LLC

- In the event that the Client fails to pay Southwest Marketer LLC the we will cease to provide services until payment is received.
- Once payment for the period has been made in full, the Consultant will resume provision of services. Should a suspension of services occur, the complete payment will be necessary to resume services – a prorated amount will not be provided.

4. Account Access & Authorization

- Southwest Marketer LLC is authorized by the Client to assume the identity of the Client in all social media interactions on the internet including, but not limited to, status updates, blog posts, and comments.
- The Client will demonstrate this authorization by providing URLs, usernames, and passwords for all of its social mediums in the space below:

Social Medium Access Information:

1. Website:

URL: _____ Username: _____ Password: _____

2. Facebook:

URL: _____ Username: _____ Password: _____

3. Twitter:

URL: _____ Username: _____ Password: _____

4. Pintrest:

URL: _____ Username: _____ Password: _____

5. Instagram:

URL: _____ Username: _____ Password: _____

6. Flickr:

URL: _____ Username: _____ Password: _____

7. Tumblr:

URL: _____ Username: _____ Password: _____

8. Youtube:

URL: _____ Username: _____ Password: _____

9. Vimeo:

URL: _____ Username: _____ Password: _____

10. Online Forums & Message Boards:

URL: _____ Username: _____ Password: _____

URL: _____ Username: _____ Password: _____

URL: _____ Username: _____ Password: _____

URL: _____ Username: _____ Password: _____

11. Other:

Southwest Marketer LLC

- Southwest Marketer LLC will hold the Client's URLs, usernames, and passwords in confidence. The consultant will not share this information under any circumstances, nor will the Consultant sell this information to a third (3rd) party.

5. Rights to Created Content

- The Client will retain the right to all content created by Southwest Marketer LLC for the Client, while under contract, ad infinitum. However, the Client may not distribute for profit any content created by Southwest Marketer LLC for the Client, while under contract, without the written consent of the Southwest Marketer LLC.
- Furthermore, Southwest Marketer LLC will retain the right to use any and all content created by the Consultant for the Client, while under contract, for the purpose of (1) providing samples of the Consultant's work or (2) instruction – including, but not limited to, presentations, lectures, webinars, and published material in any medium.

6. Access to Client Information

- In order to accurately determine ROI (Return on Investment), the Consultant may, from time to time, ask for financial and customer information from the Client. Requests will be made directly to the Client in person, over the phone, or in writing. After receiving the answer, the Consultant will store the information in the Client's physical folder and any electronic record will be deleted. Client has no obligation to disclose this information.

7. Liability Waiver

- Establishing a social media presence and initiating a two-way flow of communication between the Client and the public can have unintended consequences on the Client's reputation. Should this occur, the Client waives its right to hold the Southwest Marketer LLC responsible for any damage and/or liability that may arise from the Consultant's actions on behalf of the Client.
- If, at any time, the Client does not agree with actions taken by the Southwest Marketer LLC on its behalf, it must notify the Consultant in writing. If the Consultant receives such a communication, the Consultant will post a retraction and apology across all affected platforms within twenty-four (24) hours.

8. Service Interruption

- Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, laws, proclamations, edicts, ordinances or regulations, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

9. Amendments & Addendums

- This contract is to be considered complete and final. However, the field of social media is rapidly changing and said changes may necessitate amendment or addition to this contract. Should such a need arise, the amendment or addendum must be drawn up as a separate document, signed by both parties indicating their agreement, and a copy of the signed document must be provided to the Client and the Consultant.

10. Entire Agreement

- Should either party violate the terms of or fail to meet the obligations set forth in this contract, such action will render the opposing party free from any further contractual obligation.

IN WITNESS WHEREOF, both parties signify their authority to act on their organization's behalf and agreement to abide by the terms of this contract effective the date written above by the signatures affixed below.

Client:

Consultant:

{Name – Printed}

{Name – Printed}

{Title & Organization}

{Title & Organization}

{Signature}

{Signature}

{Date}

{Date}