

SOCIAL MEDIA MANAGEMENT AGREEMENT

This Social Media Management Agreement ("Agreement") is made on [date] between:

Client: [Client's full legal or business name], of [address] ("Client"), and

Social Media Manager: [Manager's full legal or business name], of [address] ("Manager").

1. Accounts and services

Manager will manage these accounts belonging to Client (the "Accounts"):

- [platform and account handle, e.g. Instagram @handle]
- [platform and account handle]
- [platform and account handle]

Each month, Manager will provide:

- **Content:** [number] posts per week on [platforms], including [captions, graphics, short videos].
- **Community management:** ☐ Replying to comments and direct messages [days and hours], within [one business day] ☐ Not included.
- **Paid social:** ☐ Setting up and running ads within the ad spend budget in section 5 ☐ Not included.
- **Reporting:** A monthly report by the [day] of each month covering [e.g. reach, engagement, follower change, ad results].

Not included (quoted separately if requested): [e.g. photo or video shoots, influencer campaigns, website work, crisis PR].

2. Approvals

Manager will send a content calendar for each [week / month] at least [number] business days before the first post. Client will approve or request changes within [number] business days. Manager will not publish content that Client has not approved.

If Client doesn't respond in time, Manager will hold the content and may reschedule it, and the deadlines Manager misses because of the delay are not a breach.

Manager may post routine replies to comments and messages without advance approval, following the brand guidelines Client provides. Manager will flag complaints, legal threats, press inquiries and anything sensitive to Client within [number] hours and will not respond to them without Client's approval.

3. Account ownership and access

Client owns the Accounts, including their handles, followers, content and data. Nothing in this Agreement transfers the Accounts to Manager.

Access. Where a platform offers role-based access (for example a business manager, team member or partner role), Client will grant Manager access that way, and Manager will not ask for Client's personal login. Client keeps the owner or top-level admin role on every Account.

If a login must be shared, it will be shared through a password manager, not by email or text. Client will change that password when this Agreement ends.

Security. Manager will use two-factor authentication on any login used for the Accounts, keep access details confidential, not share access with anyone else without Client's written consent, and not change any Account's recovery email, phone number, owner or admin settings.

When the Agreement ends, Manager will, within [5] business days, remove its own access, hand back any logins, and give Client any scheduled content, media files and reports prepared for Client.

4. Fees

Monthly management fee: [\$ amount] per month, invoiced on the [day] of each month in advance, due within [number] days.

Extra work Client requests beyond section 1 is billed at [\$ amount] per hour, or at a price agreed in writing first.

Late payments: if an invoice is more than [number] days overdue, Manager may pause the services after [number] days' written notice. [Late fee, if any: amount or percentage, if permitted by law.]

5. Ad spend (separate from fees)

Ad spend is separate from Manager's fees. Choose one:

- ☐ Client pays the platforms directly using Client's own payment method on each ad account.
- ☐ Manager pays approved ad spend and Client reimburses it at cost, with platform receipts, on the next invoice.

Monthly ad spend cap: [\$ amount]. Manager will not exceed the cap without Client's written approval (email is enough). Manager will not add any markup to ad spend unless stated here: [markup, or "None"].

6. Endorsements, disclosures and reviews

Disclosures. Whenever content on the Accounts, or content Manager arranges on someone else's account, involves a material connection between Client and an endorser (for example payment, free products, discounts, employment, or a family or personal relationship), Manager will include a clear and conspicuous

disclosure, placed with the endorsement itself, following the FTC's Endorsement Guides (16 CFR Part 255). Client will tell Manager about any such connection Manager may not know about.

Reviews and followers. Neither party will write or buy fake reviews or testimonials, offer anything in exchange for reviews that express a particular sentiment, or buy fake followers, views or other fake indicators of social media influence, and both will follow the FTC's rule on consumer reviews and testimonials (16 CFR Part 465).

Platform rules and claims. Manager will follow each platform's terms and advertising policies. Client is responsible for the accuracy of product claims, prices and offers it provides to Manager, and for having rights to materials it provides.

7. Content ownership

Once Client has paid for it, Manager assigns to Client all rights, including copyright, in the finished content Manager creates for Client under this Agreement. Manager keeps its pre-existing materials, templates, tools and methods, and gives Client a non-exclusive, permanent licence to use any of them built into the finished content. Licensed stock images, music and fonts are used under their own licence terms, which Manager will pass on to Client.

Manager may show published content in its portfolio unless Client says no in writing.

8. Results

Manager will do the work carefully and professionally, but social media results depend on things neither party controls, such as platform algorithms. Manager does not promise any specific number of followers, engagement, leads or sales.

9. Confidentiality

Each party will keep the other's non-public information, including Account access, analytics, plans and customer data, confidential and use it only for this Agreement, during the Agreement and for [2] years after it ends. This does not cover information that is public, already known to the receiving party, or required to be disclosed by law.

10. Independent contractor

Manager is an independent contractor, not an employee. Manager decides how and when to do the work (within the approvals in section 2), uses its own equipment, may work for other clients, and handles its own taxes and insurance.

11. Term and ending the Agreement

This Agreement starts on [start date] and runs for an initial term of [number] months, then continues month to month. After the initial term, either party may end it with [30] days' written notice. Either party may end it immediately by written notice if the other party seriously breaks it and does not fix the problem within [10] days of being told. Section 3 (handover of access), sections 7 and 9, and payment for work already done continue after the Agreement ends.

12. Limitation of liability

Except for breaches of sections 3, 6 or 9, or amounts owed under this Agreement, neither party is liable for indirect or consequential losses, and each party's total liability is limited to the fees paid in the [3] months before the claim arose, to the extent permitted by law.

13. General terms

Entire agreement. This Agreement is the entire agreement about these services and replaces earlier proposals.

Amendments. Any change must be in writing and signed (or confirmed by email) by both parties.

Governing law. This Agreement is governed by the laws of the State of [State].

Severability. If any part of this Agreement is found invalid, the rest stays in effect.

Notices. Notices go to [Client email] and [Manager email].

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Client

Signature: _____

Name: [full name]

Date: [date]

Social Media Manager

Signature: _____

Name: [full name]

Date: [date]