

SOCIAL MEDIA MANAGEMENT AGREEMENT

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This Social Media Management Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[MANAGER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [MANAGER ADDRESS] (the "**Manager**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] (the "**Client**").

Manager and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client owns or controls certain social media accounts and brand presence and wishes to engage Manager to plan, create, schedule, publish, and report on social media content and related activity. Manager is in the business of providing social media management services and wishes to perform those services for Client on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Engagement and Scope of Services

1.1 Engagement. Client engages Manager to provide social media management services (the "**Services**") for the social media accounts, profiles, and pages listed in **Exhibit A** (the "**Managed Accounts**"). Manager will perform the Services with reasonable skill and care and in a professional and workmanlike manner consistent with generally accepted industry standards.

1.2 Covered platforms. The Managed Accounts may include accounts on platforms such as [LIST PLATFORMS, e.g. Instagram, Facebook, LinkedIn, X, TikTok, YouTube, Pinterest]. Adding or removing a platform requires written agreement of both Parties and may change the fees under Section 4.

1.3 Scope of work. Unless **Exhibit A** states otherwise, the Services include: (a) developing a content calendar; (b) creating, curating, and scheduling posts; (c) writing captions and selecting or producing accompanying images or video within agreed limits; (d) basic community management, including responding to comments and messages under agreed guidelines; and (e) periodic performance reporting under Section 8.

1.4 Deliverables and cadence. Manager will publish approximately [NUMBER] posts per [WEEK / MONTH] across the Managed Accounts, subject to **Exhibit A**. Specific deliverables, formats, and posting frequency are set out in **Exhibit A** and may be adjusted by written change order.

1.5 Exclusions. Unless expressly included in **Exhibit A**, the Services do not include paid advertising spend, influencer fees, professional photography or videography shoots, website development, or public relations crisis management. Out-of-scope work requires a written change order describing the work and its effect on fees and timeline.

2. Client Responsibilities and Account Access

2.1 Access and credentials. Client will grant Manager the access necessary to perform the Services, preferably through platform-native delegated or business access rather than by sharing personal passwords. Client remains the owner of all Managed Accounts and all associated handles, followers, and content.

2.2 Materials and approvals. Client will provide, in a timely manner, brand assets, logos, product information, promotional details, and any approvals reasonably required for Manager to perform. Manager is not responsible for delays caused by Client's failure to provide materials or approvals.

2.3 Brand and voice guidelines. Client will provide written brand, voice, and content guidelines, including any topics, claims, or competitors that must be avoided. Manager will follow these guidelines and is not liable for content that conforms to guidelines later found to be inaccurate or non-compliant.

2.4 Accuracy of information. Client is solely responsible for the accuracy of product claims, pricing, promotions, and other factual statements it supplies, and warrants that it has the right to use all materials it provides to Manager.

3. Content Approval and Publishing

3.1 Approval workflow. Unless the Parties agree on a standing approval process, Manager will submit content for Client review at least **[NUMBER]** business days before the scheduled publish date. Client will approve or request revisions within **[NUMBER]** business days.

3.2 Deemed approval. If Client does not respond within the review window, the submitted content is deemed approved and Manager may publish it. Client remains responsible for content deemed approved in this way.

3.3 Revisions. Each content item includes up to **[NUMBER]** rounds of revision. Additional revisions, or revisions requested after publishing, may be billed at Manager's rate under **Exhibit A**.

3.4 Real-time and reactive content. Where the Parties agree Manager may post reactive or time-sensitive content without prior approval, Manager will act reasonably and within the brand guidelines, and Client accepts the inherent risk of unreviewed publishing.

4. Fees and Payment Terms

4.1 Fees. Client will pay Manager the fees stated in **Exhibit A**, whether a fixed monthly retainer, per-project fee, or hourly rate. Fees are stated in **[CURRENCY, e.g. US dollars]** and are exclusive of taxes.

4.2 Invoicing and payment. Manager will invoice Client **[MONTHLY IN ADVANCE / MONTHLY IN ARREARS / AS STATED IN EXHIBIT A]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

4.3 Advertising and third-party costs. Any paid media budget, platform fees, stock media, scheduling tools, or third-party costs are the responsibility of Client and are separate from Manager's fees, unless **Exhibit A** states they are included. Manager will obtain written approval before incurring such costs on Client's behalf.

4.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Manager may suspend the Services on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

4.5 Taxes. Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Manager's net income.

5. Intellectual Property and Account Ownership

5.1 Client ownership of accounts. All Managed Accounts, handles, follower relationships, and pre-existing Client content remain the sole property of Client at all times during and after the Term.

5.2 Ownership of deliverables. Subject to Client's full payment of the fees for the applicable period, Manager assigns to Client all right, title, and interest in the original content created specifically for Client under this Agreement (the "**Deliverables**"), excluding Manager's Background IP and Tools.

5.3 Manager tools. Manager retains ownership of its methodologies, templates, processes, and general-purpose tools ("**Tools**"). To the extent any Tools are embedded in a Deliverable, Manager grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them solely as part of that Deliverable.

5.4 Third-party content and licenses. Where Manager incorporates stock media, fonts, or music, Manager will use materials properly licensed for Client's intended use and will pass through any licensing limitations to Client in writing.

5.5 Portfolio use. Unless Client objects in writing, Manager may identify Client as a client and display non-confidential examples of the work in Manager's portfolio and marketing.

6. Platform Compliance and Conduct

6.1 Platform terms. Manager will use commercially reasonable efforts to comply with the published terms of service and advertising policies of each platform. Client acknowledges that platforms may change rules, algorithms, or access without notice and that such changes are outside Manager's control.

6.2 No prohibited tactics. Manager will not purchase fake followers or engagement, use bots in violation of platform terms, or engage in deceptive practices. Client will not direct Manager to do so.

6.3 Disclosures. The Parties will comply with applicable advertising-disclosure rules, including clearly disclosing paid partnerships and sponsored content as required by applicable law and platform policy.

6.4 Account suspension. Manager is not liable for account suspension, shadow-banning, reach reduction, or content removal by a platform, provided Manager acted in accordance with this Agreement and Client's guidelines.

7. Confidentiality

7.1 Definition. "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential, including analytics, strategy, account credentials, customer data, and pricing.

7.2 Obligations. The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by confidentiality obligations at least as protective as these.

7.3 Exclusions. Confidentiality obligations do not apply to information that is or becomes public through no fault of the receiving Party, was already rightfully known, is rightfully obtained from a third party, or is independently developed.

7.4 Return. On request or termination, each Party will return or destroy the other's Confidential Information, except routine backups or copies required by law.

8. Reporting and Performance

8.1 Reports. Manager will provide performance reports [MONTHLY / AS STATED IN EXHIBIT A] summarizing key metrics such as reach, engagement, follower growth, and agreed conversion measures.

8.2 No guarantee of results. Client acknowledges that social media outcomes depend on many factors outside Manager's control, including platform algorithms, market conditions, and Client's products. Manager does not guarantee specific follower counts, engagement rates, sales, or other results.

8.3 Metrics ownership. Underlying analytics for the Managed Accounts belong to Client; Manager may retain anonymized, aggregated performance data for its own benchmarking.

9. Term and Termination

9.1 Term. This Agreement begins on the Effective Date and continues for an initial term of [NUMBER] months, then renews for successive [NUMBER]-month periods unless either Party gives written notice of non-renewal at least [NUMBER] days before the end of the current term.

9.2 Termination for convenience. Either Party may terminate this Agreement for convenience on [NUMBER, e.g. 30] days' prior written notice.

9.3 Termination for cause. Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice describing the breach.

9.4 Effect of termination. On termination, Client will pay for all Services performed and approved costs incurred through the effective date. Manager will deliver paid-for Deliverables, return account access, and remove its personnel from the Managed Accounts. Sections 5, 7, 10, and 11 survive.

10. Representations, Warranties, and Indemnification

10.1 Mutual authority. Each Party represents that it has the authority to enter into and perform this Agreement.

10.2 Client indemnity. Client will defend, indemnify, and hold Manager harmless from third-party claims arising from Client-supplied materials, Client's products or claims, or content Client approved or directed.

10.3 Manager indemnity. Manager will defend, indemnify, and hold Client harmless from third-party claims that original content created by Manager infringes a third party's intellectual property rights, excluding claims arising from Client materials or guidelines.

10.4 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and cooperate reasonably. No settlement imposing liability on the indemnified Party may be made without its consent.

11. Limitation of Liability and General Provisions

11.1 Limitation of liability. Except for indemnification obligations and breach of confidentiality, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total aggregate liability will not exceed the fees paid by Client in the [NUMBER, e.g. 3] months before the event giving rise to the claim.

11.2 Independent contractor. Manager is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

11.3 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

11.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

11.5 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets.

11.6 **Entire agreement; amendment.** This Agreement, together with its Exhibits and change orders, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

11.7 **Severability; waiver; counterparts.** If any provision is unenforceable, the rest remains in effect. A failure to enforce is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MANAGER

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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