

SOCIAL MEDIA MARKETING AGENCY SERVICE AGREEMENT

Location: _____ Date: _____

Agency Information:

Agency Name: _____
Business Address: _____
Phone/Email: _____

Client Information:

Client Name: _____
Business Address: _____
Phone/Email: _____

Services Provided:

The Agency agrees to provide Social Media Marketing services including, but not limited to, content creation, social media management, advertising campaign management, analytics reporting, and consultation services as mutually agreed upon in writing by the Client and the Agency.

Term and Termination:

This Agreement shall commence on the date of last signature by the Parties and continue until terminated by either Party with thirty (30) calendar days' written notice to the other Party. Either Party may terminate this Agreement immediately for cause if the other Party breaches any material term of this Agreement and fails to cure such breach within fifteen (15) calendar days after receipt of written notice thereof.

Compensation and Payment Terms:

The Client agrees to pay the Agency the fees as set forth in a separate fee schedule or proposal agreed upon by both Parties. All payments shall be due within thirty (30) days of invoice date, unless otherwise specified in writing. Late payments shall bear interest at the lesser of 1.5% per month or the maximum rate allowed by law.

Intellectual Property Rights:

All content, materials, and deliverables created by the Agency for the Client under this Agreement shall be considered 'work made for hire' and the exclusive property of the Client upon full payment. The Agency retains the right to use work samples for portfolio and marketing purposes unless otherwise agreed in writing.

Confidentiality:

Both Parties agree to keep confidential and not disclose to any third party any confidential or proprietary information received from the other Party in connection with this Agreement, except as required by law or with prior written consent.

Representations and Warranties:

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and that this Agreement is enforceable against such Party in accordance with its terms.

Limitation of Liability:

In no event shall either Party be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. The Agency's total liability under this Agreement shall not exceed the total fees paid by the Client.

Indemnification:

The Client agrees to indemnify, defend, and hold harmless the Agency and its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, or expenses arising out of the Client's breach of this Agreement or violation of any laws or rights of third parties.

Independent Contractor:

The Agency is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Dispute Resolution:

Any dispute arising out of or related to this Agreement shall be resolved first through good faith negotiations. If unresolved, the Parties agree to submit to binding arbitration in accordance with the rules of the American Arbitration Association.

Force Majeure:

Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, natural disasters, or governmental actions.

Entire Agreement; Amendments:

This Agreement, including any exhibits or attachments, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings. Any amendments must be in writing and signed by both Parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force

and effect.

Waiver:

No waiver of any breach or default shall constitute a waiver of any subsequent breach or default.

AGENCY'S AUTHORIZED SIGNATURE

CLIENT'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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