

Social Media Management Contract

This **Social Media Management Contract** ("**Contract**" hereinafter) is entered into and made effective as of the date of the last signature below ("**Effective Date**") by and between the following parties;

The Contractor

The Client

The Contractor and the Client may collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the Contractor is an independent contractor providing digital marketing and social media management services,

WHEREAS the Client is a business entity engaging services to manage and develop its social media presence,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto agrees as follows:

1. Scope of Services

Under this Contract, the Contractor shall provide professional social media management services to the Client. These services include but are not limited to:

- Developing and implementing a monthly content calendar tailored to the Client's brand and objectives;
- Creating and scheduling original content (graphics, captions, hashtags) for platforms such as Instagram, Facebook, LinkedIn, TikTok, and Twitter (now X), based on the Client's goals;
- Managing social media accounts, including responding to comments and messages, engaging with followers, and monitoring mentions;

- Conducting basic analytics and reporting on account performance, engagement rates, follower growth, reach, and other relevant metrics on a monthly basis;
- Advising the Client on social media strategies, trends, and best practices;
- Running ad campaigns on social platforms, including budget allocation, A/B testing, targeting, and reporting (if separately agreed upon);
- Coordinating with third-party vendors or internal Client teams, as necessary, for creative assets, compliance, or brand alignment.

The Contractor shall use reasonable professional efforts to perform the services outlined above, but does not guarantee specific outcomes such as follower counts, likes, or sales conversions.

2. Term and Termination of the Contract

This Contract shall commence on the Effective Date and shall continue for an initial term of _____ months, unless earlier terminated in accordance with this section. Upon expiration of the initial term, the Contract shall automatically renew on a monthly basis unless either Party provides _____ days written notice of its intent not to renew.

Either Party may terminate this Contract at any time, with or without cause, by providing _____ days' written notice to the other Party. In the event of termination, the Client shall pay the Contractor for all services rendered up to and including the termination date.

3. Payment Terms

As consideration for the services provided, the Client agrees to pay the Contractor a monthly fee of _____, payable on the first business day of each month. All payments shall be made via bank transfer, PayPal, or another mutually agreed-upon method.

Late payments of more than _____ business days past due shall be subject to a late fee of 5% of the total amount due, compounded monthly until paid in full. The Contractor reserves the right to suspend services in the event of non-payment exceeding _____ days.

The Client shall reimburse the Contractor for pre-approved out-of-pocket expenses directly related to social media promotions, paid advertising, stock assets, or third-party tools, provided such expenses are accompanied by valid receipts.

4. Obligations of the Client

The Client agrees to:

- Provide timely access to brand assets, logos, photography, and product/service information required for content creation;
- Respond to content drafts, strategy proposals, or feedback requests within a reasonable time frame (generally within three (3) business days);
- Grant the Contractor access to all necessary social media accounts and platforms;
- Ensure that all content provided by the Client is accurate, lawful, and does not infringe upon the rights of any third party;
- Promptly notify the Contractor of any changes to branding, product launches, or relevant business activities that may affect content or scheduling.

5. Obligations of the Contractor

The Contractor agrees to:

- Use commercially reasonable efforts and industry best practices in managing the Client's social media presence;
- Keep all login credentials and sensitive information strictly confidential;
- Deliver work in a timely and professional manner;
- Maintain the security and integrity of data accessed during the course of this engagement;
- Avoid the use of unauthorized bots, engagement automation tools, or black-hat growth tactics;
- Promptly notify the Client of any issues, breaches, or irregularities discovered on the Client's social media accounts.

6. Cybersecurity

The Contractor agrees to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Client's data, login credentials, and any other digital assets accessed or processed in the course of providing services under this Contract.

The Contractor shall use secure passwords and two-factor authentication (2FA) wherever available for access to the Client's social media accounts, tools, or platforms and refrain from sharing the Client's credentials with unauthorized third parties.

The Contractor shall also use up-to-date antivirus software and security patches on all devices used to access the Client's information. The Contractor shall notify the Client within twenty-four (24) hours of discovering any actual or suspected data breach, unauthorized access, compromise, or loss involving Client systems or information and cooperate fully with the Client's efforts to investigate and mitigate the effects of any such incident, including providing audit logs or account activity details upon request.

The Client is also responsible for maintaining the overall security of their own systems and platforms. The Parties agree to work together in good faith to resolve any cybersecurity concerns and to adopt best practices for secure collaboration.

This clause shall survive the termination or expiration of the Agreement for so long as the Contractor retains access to or possession of any of the Client's digital assets.

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8. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party, including its officers, employees, agents, and affiliates, from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with any breach of this Contract, any content or materials provided by the indemnifying Party that infringe upon the rights of any third party, and any unlawful, defamatory, or misleading use of social media accounts under their control.

9. Limitation of Liability

In no event shall either Party be liable to the other for any indirect, incidental, special, or consequential damages, including but not limited to lost profits or revenue, loss of business opportunities, or data loss, even if advised of the possibility of such damages. The Contractor's total liability under this Agreement shall not exceed the total fees paid by the Client in the three (3) months preceding the date the claim arose.

10. Independent Contractor

The Parties acknowledge and agree that the Contractor is an independent contractor and is not an employee, partner, or agent of the Client. Nothing in this Agreement shall be interpreted to establish any form of employment, joint venture, or partnership between the Parties.

11. Force Majeure

Neither Party shall be held liable for any failure or delay in performance under this Contract due to circumstances beyond its reasonable control, including but not limited to natural disasters, war, terrorism, strikes, pandemics, internet outages, governmental restrictions, or acts of God. A Party defaulting under this provision must provide the other party prompt written notice of the default.

12. Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of _____ . Any legal action or proceeding arising under this Contract shall be brought exclusively in the courts located within such jurisdiction, and the Parties hereby submit to the personal jurisdiction of said courts.

13. Entire Agreement

This Contract constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether oral or written. No amendment, modification, or waiver of any provision shall be binding unless in writing and signed by both Parties.

14. Severability

If any provision of this Contract is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect, and the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the Parties' original intent.

15. Notices

All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when sent via email with confirmation of receipt, or by certified mail, return receipt requested, to the addresses set forth above or to such other address as either Party may designate by notice.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date written below.

The Contractor

Name

Date

Signature

The Client

Name

Date

Signature



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