

## **Social Media Management Services Agreement**

**This Agreement** is entered into on this \_\_\_\_\_(date) by and between:

**Up to the Minute Marketing and Social Media Management** (hereafter referred to as the "Service Provider"), and

\_\_\_\_\_ (hereafter referred to as the "Client").

### **1. Services Provided**

The Service Provider agrees to perform the following services:

- Post content on all social media platforms as requested by the Client, at intervals no less than once every two days or more frequently if possible and appropriate.
- The Service Provider will source and link appropriate content, which aligns with the Client's brand, rather than creating original content. This may include content from third-party sources, relevant articles, videos, or other materials, funny content, and trending content,
- The service provider will read and respond to comments at least every second day or more often if possible and appropriate.
- The service provider will use language and humor as directed by the client.
- In the case of unforeseen circumstances such as but not limited to illness or disaster, the service provider will make all reasonable efforts to fulfill their responsibilities and cannot be held liable for missed posts in these cases.

### **2. Term**

This agreement will commence on \_\_\_\_\_ and will continue until \_\_\_\_\_ or until terminated by either party with 10 days' written notice.

### **3. Responsibilities of the Service Provider**

- The Service Provider is responsible for scheduling and posting content as specified above.
- The Service Provider will ensure all posted content is in line with the Client's brand guidelines and approved themes.
- The Service Provider will not be responsible for creating original content, unless otherwise agreed upon in writing.
- The Service Provider will maintain confidentiality regarding any proprietary or sensitive information received from the Client.

#### **4. Responsibilities of the Client**

- The Client agrees to provide timely and clear direction on the platforms and type of content they would like posted when asked.
- The Client shall promptly respond to any questions, requests for clarification, or approvals related to the content.
- The Client agrees to provide the Service Provider with access to necessary social media accounts to post the agreed-upon content.

#### **5. Ownership of Content and Accounts**

- All content posted by the Service Provider, including linked third-party content, remains the exclusive property of the Service Provider.
- Any social media accounts created or managed by the Service Provider on behalf of the Client (including but not limited to Facebook, Instagram, Twitter, LinkedIn, etc.) will remain the property of the Service Provider.
- Should the Client wish to retain ownership of any social media accounts created by the Service Provider after the termination of this agreement, the Client may purchase the account(s) at a price agreed upon by both parties in writing. The price for such an account purchase will be based on the value of the account, including any branding, followers, and content associated with the account.

#### **6. Payment Terms**

The Client agrees to pay the Service Provider the sum of 800 dollars per month, due on the First day on each month. Payments will be made via the service provider's website.

#### **7. Termination**

Either party may terminate this Agreement with written notice of 10 days. In the event of termination, the Client agrees to pay for services rendered up to the termination date.

#### **8. Confidentiality**

Both parties agree to keep confidential any sensitive or proprietary information shared during the course of this agreement.

## 9. Limitation of Liability

The Service Provider will not be liable for any damages resulting from the use of the linked content or social media activity. The Client understands that the Service Provider's role is solely to manage content posting and not to ensure results or outcomes of those posts.

## 10. Miscellaneous

- **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of Saskatchewan, Canada.
- **Entire Agreement:** This document represents the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

## Signatures

By signing below, both parties agree to the terms outlined in this Agreement.

Service Provider: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_