Social media management contract

Sample only. The agency, the client, the people and every figure are fictional. Not legal advice.

This agreement is between Kite Street Social, 410 Kite Street, Portland, Oregon (“Agency”) and Saltmarsh Coffee LLC, 22 Harbor Road, Portland, Oregon (“Client”).

The deal

1. Start and first term

The agreement starts on February 16, 2027. The first term is six months. After that it continues month to month until either side ends it under clause 20.

2. Services

Agency will provide the services in Schedule A. Work that is not in Schedule A is not part of the fee. If Client asks for more, Agency will send a price, and will start once Client accepts in writing. Email counts as writing.

3. Independent business

Agency is an independent business, not Client’s employee, partner or agent. It pays its own taxes and insurance, decides how the work is done and may use its own staff and freelancers. Agency is responsible for their work.

4. What Agency needs from Client

Client will provide account access, brand files and the information Agency asks for within five working days of each request. Client confirms that it has the right to use everything it supplies and that its claims about its products are true.

If something arrives late, the dates that depend on it move by the same number of days and the fee stays the same.

The work

5. Approval

Client’s approver is Dana Whitlock. The backup is Tom Reyes. Agency sends posts in batches through a review link. Client has two working days to approve a batch or ask for changes. An answer through the link or by email counts as a written decision.

Nothing is published without approval, except under clause 6.

6. If there is no answer

If Client has not answered in time, Agency will send one reminder.

If there is still no answer one working day later, the post moves to the next free slot. Agency is not responsible for the missed date and the fee stays the same.

7. Rounds of changes

The fee includes two rounds of changes for each post. A round is one list of changes from the approver. After that, Agency may charge $60 an hour or replace the post. A new idea after approval is a new post.

8. Replies and working hours

Agency answers comments and messages on weekdays from 9am to 5pm, within one working day. Orders, safety and staff complaints go to Dana Whitlock.

Outside those hours Agency covers emergencies only: a hacked account, a harmful post or a complaint that is spreading fast. Client reports them by calling Ellis Moreno on 555 0142. Emergency work is charged at $90 an hour.

9. Results and platforms

Agency will do the work with reasonable skill and care. It does not promise a number of followers, views, sales or any other result.

Platforms can change their rules, go down, or limit, remove or suspend posts and accounts. Agency is not responsible for that, but will tell Client quickly and help with an appeal, up to two hours a month.

The money

10. Fees

Client pays $950 a month and a setup fee of $250, once. Invoices go out on the 1st and are due in 14 days. The setup fee and the first month are due on signing. Fees do not include sales tax or VAT.

11. Costs Client pays directly

Client pays ad platforms, stock libraries, music licenses, creators and travel directly, from its own accounts. Agency will not spend Client’s money without a yes in writing.

12. Late payment

If an invoice is 7 days late, Agency may pause work, including posts already scheduled. Agency will give two working days’ notice first. If it is 30 days late, Agency may end the agreement. Late amounts carry interest of 1% a month, or the most the law allows if that is less.

The rights

13. Who owns the content

When Client has paid for a finished post, Agency assigns its copyright in that post to Client. Until then Client may not use it.

Agency keeps its working files, templates, methods and unused ideas. Client may buy working files for $40 a post.

14. Music, fonts and stock

Material that belongs to someone else stays theirs, under its own license. Agency will use only music and other material that a business account is allowed to use for promotion, and will tell Client about limits it knows of.

15. AI tools

Agency may use AI tools for ideas, first drafts and image clean-up. A person checks every post before it goes for approval. Agency will not make a realistic image, video or voice of a real person without their consent, and will not put Client's confidential information into a tool that trains on it.

16. Accounts and access

Client owns its accounts, its audience, its messages and its data. Agency works through admin roles or partner access that Client grants. Neither side sends passwords by email or chat. Client always keeps at least one administrator of its own on every account.

17. Showing the work

Once a post is public, Agency may show it in its portfolio and name Client as a client. Client can say no in writing at any time. Results and numbers need Client's permission first.

18. Confidentiality and personal data

Each side keeps the other's private information private during the agreement and for two years after it. Agency uses personal data in comments and messages only to do the work, and follows the privacy laws that apply to it. If Client's law requires a data agreement, the two sides will sign one.

19. Ads and paid partnerships

Agency will label ads, gifts and paid partnerships as the law and the platform require. Client will tell Agency about any payment, gift or personal link with someone who posts about it.

The end

20. Ending the agreement

After the first term, either side may end the agreement with 30 days' notice in writing. Either side may end it at any time if the other breaks it and does not put that right within 10 days of a written request. Client pays for work up to the end date.

21. Handover

Within five working days of the end date, Agency will: give Client the finished posts it has paid for; list every scheduled post, so Client can choose which to keep, and remove the rest; send the content calendar and the last report; and remove its people and tools from Client's accounts.

Agency will never hold an account because of an unpaid invoice. Client will remove Agency's access on the same day.

22. Limits on liability

Neither side is liable for lost profit or other indirect loss. Each side’s total liability is limited to the fees for the last six months. This does not limit Client’s duty to pay, claims over material a side had no right to supply, or anything the law does not allow to be limited.

23. Law, disputes and changes

The law of Oregon applies. Before any claim, Ellis Moreno and Dana Whitlock will try to settle it within 10 working days. Changes must be in writing and agreed by both sides. Signing electronically counts. If one clause cannot be enforced, the rest still applies. This agreement and Schedule A replace the proposal and earlier messages.

Signatures

Signed for Kite Street Social:	Signed for Saltmarsh Coffee LLC:
Name:	Name:
Title:	Title:
Date:	Date:

Schedule A: Scope of work

Work	Each month	Not included
Instagram and Facebook posts	12 posts, captions and design	Paid boosting and ad management
Short video	4 Reels from one half-day shoot	Extra shoot days, actors, locations
Comments and messages	Weekdays, within one working day	Weekends, evenings, order complaints
Reporting	One report and a 30-minute call	Custom reports between calls

Accounts covered	@saltmarshcoffee on Instagram and Facebook
Client to supply	Logo, fonts, menu and two weeks’ notice of new products
First batch for approval	February 23, 2027
Extra work	$60 an hour, agreed in writing first