



Social Media Manager Contract

This contract is a legally binding agreement between _____ (client's name) of _____ Personal/ business/ ministry/ accounts _____ (client's organization) and *The Visionary's Branding Agency*, entered into on _____, designating the company and its employees as Social Media Manger.

Agreement

- Whereas The Visionary's Branding Agency will perform a myriad of services [See Sec. 2] designed to boost the social media presence of the Client.
- Whereas the client will compensate the consultant for said services by paying a weekly or biweekly fee [See Sec. 3] due on the first and fifteenth day of each month.
- Whereas this agreement is binding for an initial period of ninety (90) and will continue in thirty day increments thereafter so long as both parties should agree.

Terms



1. Duration

- The Visionary's Branding Agency will render services to the Client for an initial period of ninety (90) days.
- The Visionary's Branding Agency may have thirty (30) days to establish a presence on behalf of the organization/person across all agreed upon platforms. During this time, The Visionary's Branding Agency will work to establish what techniques will work best for the organization/person. After thirty (30) days, The Visionary's Branding Agency will become responsible for the maintenance portion of the agreement [See Sec. 2] whereby The Visionary's Branding Agency will achieve a daily quota of social interaction on behalf of the organization.

2. Services

- The Visionary's Branding Agency will establish the organization/person's presence on (2) of the following platforms:
 - a. Facebook
 - b. Twitter
 - c. LinkedIn
 - d. Youtube
 - e. Instagram

The client and The Visionary's Branding Agency will come to an agreement as to which platforms will be managed and monitored closely so that the client will have maximum results.

- The Visionary's Branding Agency will meet the following quotas:
 - a. Two (2) to three (3) Posts each week
 - b. Five (5) Tweets each week
 - c. Twenty (20) client interactions (if available)
- The Visionary's Branding Agency will provide the Client with the following reports:
 - a. Weekly editorial Calendar outlining the following week's content
 - b. Weekly reports containing raw data from Google
- The Visionary's Branding Agency will meet with the Client at the conclusion of each thirty (30) day period (in person, by phone or video chat) to discuss the business's/person's progress and to discuss strategy for the upcoming period.
- The services cited in this section [Sec. 2] represent a complete list of The Visionary's Branding Agency's contractual obligations. The Visionary's Branding Agency may elect to provide additional services when deemed necessary. Should this occur, the Client will not be billed for additional unless notified. However, the performance of additional services in one period does not obligate The Visionary's Branding Agency to

provide such additional services in the future.

3. Commitment & Compensation

- The Visionary's Branding Agency will establish and/or optimize the Client's social media presence across the agreed upon social media platforms for a weekly charge of
- \$ 100, or a biweekly charge of \$ 185 due at the beginning of the contract period.
- Only 2 platforms will be managed for this price. Add an additional \$30 per added platform.
- **NO PERSONAL OR COMPANY CHECKS!** All payments will be accepted as payment in Cash, Paypal sent to visionbrandingagency@gmail.com.
- All payments made after 5:00PM (CST) will be assessed a \$50 late fee for the first 48 hours of delinquency, after which a \$30 PER DAY fee will be charged to the delinquent account. After 21 days of delinquency, the account will be forwarded to collections. All services will cease to be provided until payment is received.
- Once payment for the period has been made in full, The Visionary's Branding Agency will resume provision of services. Should a suspension of services occur, the complete payment will be necessary to resume services- a prorated amount will be provided.
- All payments made will be converted into USD.

4. Account Access & Authorization

- The Visionary's Branding Agency is authorized by the Client to assume the identity of the Client in all social media interactions on the Internet including, but not limited to, status updates, blog posts, online forum discussions and message board posts, comments, responses to user comments and emails.
- The Client will demonstrate this authorization by providing URLs, usernames and passwords for all its social mediums in the space below. Please only fill out the ones in which you have agreed The Visionary's Branding Agency access to.

	URL	Username	Password
1. Facebook	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Twitter	<input type="text"/>	<input type="text"/>	<input type="text"/>

3. Instagram	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. Blog	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Pinterest	<input type="text"/>	<input type="text"/>	<input type="text"/>
6. Youtube	<input type="text"/>	<input type="text"/>	<input type="text"/>
7. LinkedIn	<input type="text"/>	<input type="text"/>	<input type="text"/>
8. Other	<input type="text"/>	<input type="text"/>	<input type="text"/>

- The Visionary's Branding Agency will hold the Client's URLs, usernames and passwords in confidence. The Visionary's Branding Agency will not share this information under any circumstances, nor will The Visionary's Branding Agency sell this information to a third (3rd) party.

** If you are unable to fill out the above boxes with the necessary content, please send the required information via email to visionbrandingagency@gmail.com with the subject like "Username & Passwords". If you do not have accounts set up already, The Visionary's Branding Agency will assume responsibility in creating the desired accounts for management.*

5. Rights to Created Content

- The Client will retain the right to all content created by The Visionary's Branding Agency for the Client, while under contract, ad infinitum. However, the Client may not distribute for profit any content created by The Visionary's Branding Agency for the Client, while under contract, without the written consent of The Visionary's Branding Agency
- Furthermore, The Visionary's Branding Agency will retain the right to use any and all content created by The Visionary's Branding Agency for the Client, while under contract, for the purpose of (1) providing samples of The Visionary's Branding Agency's work or (2) instruction – including, but not limited to, presentation, lectures, webinars and published material in any medium.

6. Access To Client Information

- In order to accurately determine ROI (Return on Investment), The Visionary's Branding Agency will, from time to time, ask for financial and customer information from the Client. Requests will be made directly to the Client in person, over the phone or in writing. After receiving an answer, The Visionary's Branding Agency will store the information in the Client's physical folder and any electronic information will be deleted.
- The Visionary's Branding Agency will not share this information under any circumstances nor will The Visionary's Branding Agency sell your information to a third (3rd) party.

7. Referrals

- Client referrals are the heart and soul of the Consultant's business. Consequently, it is extremely important to The Visionary's Branding Agency that the Client is supremely thrilled with the work and the results the Client is getting. If the Client is not fully satisfied with any element of the social media managing services provided, the Client agrees to bring this to The Visionary's Branding Agency before anyone else so that the appropriate corrections can be made.

8. Liability Waiver

- Establishing a social media presence and initiating a two-way flow of communication between the Client and the public can have unintended consequences on the Client's reputation. Should this occur, the Client waives its right to hold The Visionary's Branding Agency responsible for any damage and/or liability that may arise from The Visionary's Branding Agency actions on behalf of the Client.
- If, at any time, the Client does not agree with actions taken by The Visionary's Branding Agency on their behalf, they must notify The Visionary's Branding Agency in writing or typed. If The Visionary's Branding Agency receives such a communication, The

Visionary's Branding Agency will post a retraction and apology across all affected platforms within twenty-four (24) hours.

9. Guarantees

- The Visionary's Branding Agency can not make ANY guarantees toward the client. Although we are very confident that your business/brand/ministry will be completely transformed, legally, we cannot guarantee results. Please keep in mind although we manage your accounts, we can not seal deals for our clients. We do not guarantee booking engagements, certain connections etc. It is up to the Client to take their position and put in necessary work when told to do so.
- The Visionary's Branding Agency can guarantee to provide the best service and support available to answer any of the Client's questions and challenges promptly.

10. Cancellation Policy

- Once the ninety (90) days have transpired, either party may opt to conclude the agreement without penalty. Otherwise, the two parties may extend the existing agreement in thirty (30) day increments so long as both parties shall agree.
- Should the Client choose to terminate the contract without cause prior to the end of the initial ninety (90) day period, the Client must present The Visionary's Branding Agency with a written or typed notice of termination and compensation equal to the amount to be paid to The Visionary's Branding Agency over the duration of the initial contract period of the full 90 days.
- Should the Client choose to terminate the contract before the 90 days is up, the Client is aware that cash refunds are not given on any cancellations. In the event the Client may need to cancel, they will have a credit goof for up to 1 year from the start date of the social media managing, which can be used toward other The Visionary's Branding Agency programs or offers.
- Any controversy or claim arising out of or relating to tis contract or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrations shall be one. The place of arbitration will be in Miami, Florida in Miami-Dade County United States. The languages of the arbitration shall be in English.

10. Client's Personal Package Deal

The following details will be included in the package for this particular client for the above price:



- Logo for \$85 instead of regular \$105.
- One (1) Free social media banners for Youtube, Facebook and Twitter
- 20% discount on business cards (if needed)
- One (1) Free flyer Instagram Flyer to promote the Client's social media
- Free social media template

By signing this binding agreement, I hereby concur with everything that has been written and will adhere to it.

X