

# Social Media Management Agreement

Nya Skipper – Digital Marketing & Art Consultant (“Consultant”)

This Agreement is entered into as of [Date] by and between Nya Skipper – Digital Marketing & Art Consultant and [Client Name] (“Client”).

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## 1. Services and packages

1.1 Consultant shall provide social media management services in accordance with the package selected by Client and the inclusions described in **Appendix A (Package Descriptions, Pricing & Add-Ons)**.

1.2 Services may include content creation, scheduling, copywriting, graphics, video editing, audience engagement, analytics, branding, and advertising management as expressly set forth for the selected package.

1.3 Consultant does not work on Saturdays and Sundays **unless** there is an event Consultant has been asked to attend to collect content; such weekend work is available **only** to Premium package clients or as an approved event coverage add-on (see Appendix A).

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## 2. Term, Commitment, Renewal, and Cancellation Notice

2.1 **Client Commitment.** Client agrees to a **minimum three (3) month commitment** for the selected package. After the three (3) month commitment, the Agreement renews on a **month-to-month** basis unless either party provides **thirty (30) days’ written notice of cancellation** after the commitment time is up, except in instances of a breach of contract.

2.2 **Consultant Commitment.** Consultant agrees to a **six (6) month commitment** to Client before Client can be dropped. After the six (6) months, the Agreement renews on a **month-to-month** basis unless either party provides **thirty (30) days’ written notice of cancellation** after the commitment time is up, except in instances of a breach of contract.

**2.3 Package Changes.** Client may upgrade or downgrade to any package at the beginning of a month after the three (3) month commitment ends. Any package change starts a **new three (3) month lock-in** for that package before the Agreement returns to a month-to-month basis.

**2.4 Notice.** Client and Consultant **must give a thirty (30) day notice of cancellation** after each commitment time is up.

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### **3. Payment, Retainer, and Annual Adjustments**

**3.1 Payment Due Date.** Payment is **due upfront in full on the 1st of each month** per the selected package.

**3.2 Invoices and Methods.** Client will be sent an invoice and may pay via **check** or **Square**.

**3.3 Late Payment and Suspension.** Payments received more than five (5) days after the due date will result in suspension and/or pause of services until payment is received. No refunds will be issued for work already completed. After six (6) days of non-payment, Consultant reserves the right to early terminate services.

**3.4 Annual Pricing Adjustments.** Consultant has the right to **level pricing and billing due to market price at the end of each six (6) month commitment**.

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### **4. Meetings, Office Hours, and Onboarding**

**4.1 Monthly Check-Ins.** Monthly check-in meetings are **mandatory**. There shall be **one (1) check-in per month for each package**, for **thirty (30) minutes to one (1) hour** via Zoom. Monthly Zoom check-ins are **scheduled at the discretion and availability of the Consultant**. Failure to schedule and/or meet for monthly meetings constitutes a breach of this agreement.

**4.2 Office Hours.** Consultant's social media support office hours are **Monday–Friday, 7:00 AM – 3:00 PM (CST)**. Support requests outside these hours may be addressed on the next business day or handled as separately agreed-upon support.

**4.3 Onboarding.** New clients must schedule a **one (1) to two (2) hour onboarding session**. Onboarding consists of **account creation and/or access, Customer Relationship Management (CRM) tool training, and card access (Premium package only)** for paid advertising.

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## **5. Content Calendar, Scheduling, and Approvals**

**5.1 Content Calendar Timing.** Content calendar suggestions are provided on the **25th of each month** (unless a date change is agreed upon by Client and Consultant). **Posts are scheduled on the 30th/31st of each month for the following month.**

**5.2 Approvals.** Client must approve all graphics and the content calendar prior to posting.

**5.3 Revisions Per Post.** Each post gets **up to three (3) revisions**. **All three (3) revisions must be communicated within forty-eight (48) hours**, with the **third revision being the final revision**. Client may choose to post or not to post after the third revision.

### **5.4 Sufficient Content**

For packages where the Client must provide raw content, the following shall constitute “sufficient content”:

- **Video Format:** Stabilized videos provided in MP4 format.
- **Photo Format:** High-quality images provided in JPEG or PNG format.
- **Orientation:** All content must be consistently in landscape format (16:9) or portrait format (9:16), as determined by the package needs.
- **Delivery Method:** All content shall be uploaded by the Client to a designated Google Drive folder provided by the Consultant.

### **5.5 Delivery Timeline**

The Consultant may request additional content at any time. The Client shall provide such requested content within **72 hours** of the request. Failure to meet this deadline constitutes a

breach of contract.

## 5.6 Approval & Edits

The Client shall review and approve content using the personalized Notion calendar provided by the Consultant. Any edits must be requested within **48 hours of receiving the draft content as outlined in section 5.3**.

## 5.7 Insufficient Content

A valid reason for not producing content includes, but is not limited to, a lack of business activity, no scheduled events, or other reasonable circumstances. If the Client fails to provide sufficient content to allow the Consultant to fulfill their obligations as outlined in the selected package, the Consultant shall not be held liable for incomplete or suboptimal services. **Three (3) consecutive weeks** of insufficient content to meet posting requirements shall constitute a material breach of contract.

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# 6. Timely Responses and Post-Approval Error Handling

**6.1 Timely Responses – Client.** If Client does not answer for revisions, questions, or follow-ups within **seventy-two (72) hours**, that is considered an **untimely response** by Client. Three (3) untimely responses constitute a breach of this agreement.

**6.2 Timely Responses – Consultant.** If Consultant does not answer for revisions, questions, or follow-ups within **seventy-two (72) hours**, that is considered an **untimely response** by Consultant. Three (3) untimely responses constitute a breach of this agreement.

**6.3 Minor Errors After Posting and Approval.** Minor errors on the Consultant's behalf after posting and Client approval—such as conventions (spelling, grammar, spacing, etc.), incorrect tagging, localization, music taken down, posting order/time, system glitches/shutdowns, or account access lockout—**can be communicated to the Consultant at any time during the office hours outlined**.

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## 7. Access, Advertising, and Security

7.1 **Access.** Client shall provide timely access to accounts, platforms, and brand assets needed to perform the services in the selected package.

7.2 **Premium Card Access.** For the **Premium package**, Client shall provide **a copy of the company debit or credit card** on file to pay for running ads.

7.3 **Security.** Each party is responsible for safeguarding its own access credentials and shall promptly notify the other of any suspected breach or unauthorized access.

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## 8. Upgrades, Downgrades, and Add-Ons

8.1 Client may request add-on services as listed in Appendix A.

8.2 Event coverage outside the selected package is available as an add-on and is subject to availability (see Appendix A).

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## 9. Early Termination and Cancellation Fees

9.1 **Client Early Termination (within initial 3-month commitment).** Early termination prior to the end of the three (3) month commitment or less than thirty (30) days' notice requires the following **cancellation fee** based on the package in effect at the time of cancellation:

- **Basic – \$100** cancellation fee
- **Advanced (Intermediate) – \$300** cancellation fee
- **Premium – \$500** cancellation fee

9.2 **Consultant Termination After 6 Months.** After six (6) months, Consultant may terminate for violation of terms and repeated offenses. Early termination prior to the end of the six (6) month commitment requires that the Client shall be entitled to a prorated refund.

The prorated refund will be calculated based on the number of days remaining in the contracted service period at the time of termination, relative to the total number of days in the Agreement term. Refunds will be processed within **seven (7) business days** of termination.

**9.3 De-Provisioning Upon Cancellation.** Cancellation looks like:

- **Removal of Consultant** from all brand accounts and **removal of card access**; and
  - **Removal of Client** from all Consultant-managed **CRM** and **email** systems related to the project.
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## **10. Intellectual Property, Portfolio Rights, and Confidentiality**

**10.1 Ownership.** Upon full payment, the final approved content created by Consultant for Client becomes Client's property, except for any third-party or pre-existing materials used under license.

**10.2 Portfolio and Advertising Use.** Client agrees to allow Consultant to use any graphics and media produced by Consultant for advertising and portfolio usage.

**10.3 Confidentiality.** Each party shall maintain the confidentiality of non-public information and credentials shared under this Agreement.

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## **11. Platform Limitations and Disclaimers**

**11.1** Consultant shall not be liable for platform outages, algorithm changes, content takedowns, third-party interruptions, or issues arising from system glitches/shutdowns.

**11.2** Consultant does not guarantee sales performance or specific outcomes; services are provided to execute the agreed scope and support Client's stated goals per package.

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## 12. Sudden Termination / Breach of Contract

Either party may terminate the Agreement immediately in the event of a material breach of this Agreement, including but not limited to:

- Untimely response **three (3) times** in a row (failure to respond to revisions, questions, or follow-ups within 72 hours).
- Any other violation of the terms outlined in this Agreement.

In the case of sudden termination due to breach on behalf of either party, **cancellation fees or prorated refunds shall apply**.

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## 13. Attorney Fees

Client agrees that in the event of any dispute, claim, or legal action arising out of this Agreement, **Client shall not be entitled to recover attorney's fees or legal costs** from Consultant. Each party is responsible for its own costs.

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## 14. Entire Agreement / Nullification of Outside Agreements

This Agreement represents the **entire understanding** between the parties. Any prior agreements, promises, or representations not expressly included herein are **null, void, and not binding**. Only the terms contained in this Agreement shall govern the relationship between the parties.

## 15. Miscellaneous

12.1 **Notices.** All notices shall be in writing and sent to the email addresses designated by the parties.

12.2 **Entire Agreement.** This Agreement, including Appendix A, constitutes the entire understanding between the parties and supersedes all prior discussions.

12.3 **Litigation.** In the event of any legal dispute arising under this Agreement, the Client shall not be entitled to recover attorney's fees or court costs. However, if the Consultant initiates legal action against the Client, the Client shall be responsible for all attorneys' fees and court costs incurred by the Consultant.

12.4 **Amendments.** Any amendment to this contract must be in writing, dated, and signed by both parties.

12.5 **Governing Law.** Louisiana civil law governs this Agreement.

12.6 **Severability.** If any provision is held invalid, the remainder shall continue in full force.

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### Signatures

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

**Consultant (Nya Skipper):** \_\_\_\_\_ **Date:** \_\_\_\_\_

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# Appendix A – Package Descriptions, Pricing & Add-Ons

## Office Hours (All packages)

**Monday–Friday, 7:00 AM – 3:00 PM (CST).** Weekend work only for the Premium package or approved event-coverage add-on.

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### Package 1 – On-Demand Creation

- **Pricing:** \$35 per static graphic; \$70 per video/animation (per 30 seconds)
  - **Includes:** Custom graphics and short-form video assets only; **no** copywriting, scheduling, posting, analytics, or ads.
  - **Client Provides:** All raw materials (if any) and final deployment.
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### Package 2 – Basic Socials

- **Pricing:** \$650/month (any social media platform)
  - **Includes:** 3 posts/week; copywrite; Custom graphics and short-form video editing; **no** SEO, analytics, audience engagement, ads/campaigns, or TikTok.
  - **Client Provides:** All raw materials (if any) and final deployment.
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### Package 3 – Advanced Socials

- **Pricing:** \$1,200/month (Facebook **and** Instagram) or \$900/month (Facebook **or** Instagram)
  - **Includes:** 4 posts/week; copywriting; Custom graphics and short-form video editing; audience engagement **10 minutes/day, 3x/week**; SEO; Analytics; no ads/campaigns or TikTok.
  - **Client Provides:** All raw materials (if any) and final deployment.
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### Package 4 – Premium, Full-Service Socials

- **Pricing: \$2,000/month** (Facebook **and** Instagram) or **\$1,500/month** (Facebook **or** Instagram); + **\$500 one time fee to add TikTok**
  - **Includes:** 2 in-person visits/month to collect content; 5 posts/week + Stories; branding/logo support if needed; copywriting; Custom graphics and short-form video editing; analytics; SEO; ad/campaign management; audience engagement **10 minutes/day, 5x/week**; event coverage when available; priority support.
  - **Client Provides:** Some raw materials (if any). Final deployment.
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### **Optional Add-Ons (Available for Any package)**

- **Additional Post:** \$50 per post within 72 hours
  - **Rush Content (24–48 hour turnaround):** +25% fee
  - **Event Coverage (outside of package):** \$300 per event
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### **Content Calendar & Scheduling (All packages with Posting)**

- **Suggestions and pre-planning provided on the 25th of each month** (unless the date is changed by agreement of Client/Consultant).
- **Posts are scheduled on the 30th/31st of each month** for the following month.
- **Approvals required** prior to scheduling; each post: **up to 3 revisions** communicated within **48 hours**, with the **3rd revision final**.