

SOCIAL MEDIA MARKETING INDEPENDENT CONTRACTOR AGREEMENT

with Hey, It's Ema (Evergreen Media Agency)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made on the ____ day
of _____, 2026 between:

Company / Client:

_____ ("Client")

Address: _____

Email: _____

Freelancer / Designer:

Hey, It's Ema (Evergreen Media Agency)

Freelancer: Emanuella Nathan

Email: _____

Both parties agree to the following terms:

1. SCOPE OF SERVICES

Client retains Designer to perform Social Media Marketing Services outlined below.

Designer agrees to complete the following:

1.1 Project Overview (to be completed before signature)

Type of social media marketing desired:

- ☐ Content Package and Management:
- ☐ Content Template Package Only

Platforms Included:

- ☐ Instagram
- ☐ Facebook
- ☐ TikTok
- ☐ LinkedIn
- ☐ Pinterest

1.2 Monthly Content Deliverables (for management plan only)

- Posts per month: _____
- Reels per month: _____

- Stories per week: _____
- Carousel graphics: _____
- Photography sessions included? ☐ Yes ☐ No
- Video editing? ☐ Yes ☐ No
- Engagement (liking/comments)? ☐ Yes ☐ No
- Email newsletter included? ☐ Yes ☐ No (___ per month)

Content Calendar Provided:

- ☐ Yes, monthly
- ☐ Yes, bi-weekly
- ☐ No

Additional Services Requested (write all that apply):

2. PAYMENT TERMS

2.1 Monthly Fee:

\$

2.2 Payment Schedule

- Payment is due on the 1st day of each month
- Work pauses immediately if a payment is missed.
- No refunds for unused days/content once the month has begun

2.3 Additional Fees

- Additional reels: **\$50/reel**
- Additional posts/stories: **\$35/post**
- Additional carousels: **\$50/carousel**
- Photography: **\$150/hour**
- Rush fees: **+\$100**
- Late invoice fee (after 3 days): **+5%**

3. TIMELINE

3.1 Monthly Timeline:

Designer will create, schedule, and/or post content based on the package selected.

3.2 Timeline Requirements

Client must provide:

- All promotional information (pricing, announcements, info, etc.) by: _____
- Feedback/approvals within 3 business days
- Required platform logins if needed

3.3 Timeline Extensions

If the Client delays information or feedback:

- Designer may create filler posts **or skip scheduled content**
- The total fee remains unchanged
- The timeline automatically shifts

Designer is not responsible for delays outside their control.

4. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide all photos and videos needed to build content (if photography services are not included)
- Ensure all pricing, promotions, and business details are accurate
- Review & approve content before posting
- Respond within **48-72 hours** for feedback
- Provide access to platforms (Meta Business Suite, Instagram login, etc.)
- Deliver all needed assets at the start of the month

Client understands:

- Delays on their part are not the responsibility of the Designer.
 - Failure to deliver content may result in placeholder text/images until received.
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5. DESIGNER RESPONSIBILITIES

Designer will:

- Create original content according to the package
- Use brand colors, fonts, and approved styles
- Provide a monthly or bi-weekly content calendar

- Communicate updates promptly
- Maintain a professional workflow
- Provide up to 1 rounds of revisions per post
- Use approved captions and details from the Client

Designer does not guarantee:

- Specific follower growth
- Specific reach or engagement
- Algorithm performance
- Posting times that guarantee virality
- Sales or revenue results

Social media platforms change frequently — outcomes are not guaranteed.

6. OWNERSHIP & USAGE RIGHTS

Designer grants Client rights to use the final delivered content, including graphics, photos, and captions, after full payment is received.

Designer retains the right to:

- Use work for portfolio
- Display content on social media
- Use designs in marketing materials

Raw files (PSD, AI, layered files, original footage) are not included, unless purchased separately.

7. CONFIDENTIALITY & NONDISCLOSURE

Designer may receive access to confidential or proprietary materials belonging to the Client.

Designer agrees to:

- Keep all client information confidential
- Not share or disclose files, data, or strategies
- Not use client information outside of this Agreement

Client agrees not to share Ema's proprietary processes, templates, or training.

8. INDEPENDENT CONTRACTOR STATUS

Designer is an independent contractor, not an employee.

Designer is fully responsible for:

- Taxes

- Insurance
- Licenses
- Business compliance

Designer cannot act on behalf of the Client beyond the scope of this Agreement.

9. OUT-OF-SCOPE WORK

The following are not included unless added for an additional fee:

- Full rebrands or logo redesigns
- Website updates
- Photography unless included
- Reel filming or scripting
- Ads management

Any additional services outside the agreed-upon scope will be billed at the hourly rate necessary to complete those requests.

10. CANCELLATION

9.1 By Client

Client must cancel with **30 days written notice**

9.2 By Designer

Designer may cancel:

- Due to nonpayment
- Repeated scope creep
- Disrespectful communication
- Unsafe or inappropriate working circumstances

No refunds will be issued in these cases.

11. LIABILITY

Designer is not responsible for:

- Account bans
- Copyright claims from content not supplied by Designer
- Decreased engagement caused by algorithm shifts
- Lost revenue
- Misuse of the account by Client or third parties
- Incorrect business information supplied by the Client

Client must review all captions and details for accuracy before posting.

12. NOTICES

All notices must be provided by email or written document to the addresses listed above.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior statements or agreements.

No modification is valid unless in writing and signed by both parties.

SIGNATURES

FREELANCER / DESIGNER

Hey, It's Ema (Evergreen Media Agency)

Name: _____

Signature: _____

Date: _____

COMPANY / CLIENT

Name: _____

Signature: _____

Title: _____

Date: _____