

# Social Media Contract

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\_\_\_\_\_ [CLIENT COMPANY]

\_\_\_\_\_ [name]

\_\_\_\_\_ [company]

\_\_\_\_\_ [address]

# Social Media Contract

## PARTIES

The Contractor and the Client, defined below, and sometimes referred to in this document as "Parties", intend to enter into this legally binding Painting Contract, hereafter sometimes referred to as "Contract", on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, sometimes referred to in this document as "Effective Date."

**The party consisting of** \_\_\_\_\_ [company name], with principal place of business \_\_\_\_\_, with representative or officer \_\_\_\_\_, with phone number \_\_\_\_\_ and email address or other contact \_\_\_\_\_ information:

\_\_\_\_\_

Shall be known within this Contract as "Client," and is the party issuing liquid and other considerations in exchange for promises made by the other Party.

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**The party consisting of** \_\_\_\_\_ [full name], with address of residence \_\_\_\_\_, with phone number \_\_\_\_\_ and email address \_\_\_\_\_ or \_\_\_\_\_ other \_\_\_\_\_ contact \_\_\_\_\_ information:

\_\_\_\_\_

Shall be known within this Contract as "Contractor," and is the party issuing covenants, promises, and performing or causing to be performed acts, beneficial to the other Party in exchange for liquid and other considerations.

## FULL KNOWLEDGE AND UNDERSTANDING

The Parties acknowledge that by signing this Contract, they form a legally binding contract which stipulates that each party has read and understands fully all clauses within this Contract. To foster complete understanding, all reasonable measures are taken:

### Time to Review

This Contract, signed by the Contractor on the Date indicated by the signature, shall remain ready to sign by the other Party, without changes, for a Review Period of \_\_\_\_\_ days after the Offer Date, for the Contractor to have time to fully consider the contract. During this time, it is encouraged for the Contractor to seek legal advice and fully read and understand the contract, as well as all rights and privileges that are available to the Contractor in the absence of this Contract.

During the Review Period, the Contractor may Accept this Contract by signing and returning a copy of the duly signed Contract to the Client, either through paper or electronic means.

### Expiration

After 11:59 PM on the last day of the Review Period, if Acceptance is not received by the Contractor, this Contract will automatically be considered voided.

### Time to Revoke

A period of \_\_\_\_\_ days "Revocation Period" after Acceptance by the Client is designated for the unconditional revocation of this Contract. During this period, the Contractor may, at any time, and for any reason, at their

\_\_\_\_\_

own discretion, nullify this Contract by notification of the Client in writing by paper or electronic means. The expiration of this Revocation Period is after 11:59 PM on the last day of the period.

**ENTIRE CONTRACT**

This Contract is the entire Contract as of the Effective Date, between Parties, and supersedes and replaces any prior Contracts, representations, and or warranties, express or implied, written, or oral, and such other Contracts are voided, with the exception of the attached addendums listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**TERM**

The Contract will be effective starting on this "Effective Date" of the \_\_\_\_\_<sup>th</sup>/<sub>rd</sub> of \_\_\_\_\_, 20 \_\_\_\_, and continue its effect until the "Expiration Date" of the \_\_\_\_\_<sup>th</sup>/<sub>rd</sub> of \_\_\_\_\_, 20 \_\_\_\_, or if stricken out, the effect will remain in perpetuity, until nullified by a separate binding act of nullification.

**WORK TO BE PERFORMED**

The Contractor agrees to perform the scope of work for the Client, defined within the project titled herein, with consideration for such work defined below, "Consideration," and milestones and deadlines for the start of work term \_\_\_\_\_ [date] and end of work term \_\_\_\_\_ [date]

Contractor agrees to cause or perform the following acts of work, in exchange for Consideration given by the Customer, subject to each act and considerations' respective terms and conditions, which are described within this Article, and are sometimes referred to in this Contract as "Project."

The project description is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The following tasks, milestones, and schedule are included within the duties of the contractor. Without which, the Considerations may not be issued, in whole or in part, by the Client to Contractor.

<b>Task</b>	<b>Completion Criteria</b>	<b>Start Date - End Date</b>

## CONSIDERATION

In exchange for the completion of tasks defined herein "Contractor's Duties," the following considerations are offered by the Client to Contractor. Each Consideration may be contingent upon reaching a particular milestone as defined below, and one option may be selected only with a check mark to be valid.

**ITEMIZED FEE:** If elected, Client agrees to pay itemized fee as a retainer applied to acts performed by Contractor as follows:

<b>Item</b>	<b>Consideration</b>	<b>Contingent upon Milestone (if any)</b>

OR,

**FLAT FEE.** If elected, Client agrees to pay a flat fee of \_\_\_\_\_, as a retainer applied to the acts performed by Contractor;

OR,

**HYBRID FEE.** If elected, Client agrees to pay a hybrid fee, including a flat fee of \_\_\_\_\_, and itemized additional considerations as follows:

<b>Item</b>	<b>Consideration</b>	<b>Contingent upon Milestone (if any)</b>

\_\_\_\_\_


## COSTS

**COSTS EXCLUDED FROM FEE.** Additional costs, including but not limited to: Shipping and postage, copy and shredding, transcription, notary services, translation services, filing fees, travel expenses, phone bills, courier fees, database access fees, software license fees, or other “out-of-pocket” expenses will be billed to the Client separately. Client Agrees to pay these fees subject to the following terms:

\_\_\_\_\_.

**COSTS INCLUDED IN FEE.** All Out-of-Pocket expenses not listed in the Fee Formula, but required to accomplish the Services, will not be charged to the Client, and Contractor agrees to pay any reasonable expenses, subject to the following terms:

\_\_\_\_\_.

## PRO RATA REBATE

**Pro Rata Rebate.** Any services not used, such as flat fee amounts for a fixed time period, where the termination occurs before the end of the fixed period, shall be refunded subject to the following terms and conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**No Rebate.** Services not used or flat rates which apply to a fixed time period, where termination occurs before the end of the fixed period, will not incur a rebate. Fees are final and will not be adjusted, regardless of use of service.

## INTELLECTUAL PROPERTY

IP and “Confidential Information” means the information which is shared from the Contractor to the Client, which may have commercial value, and is either (a) technical details including patents, copyrights, trade secrets, processes, instructions, software programs, algorithms, designs, or similar information, and related to the current, future, or proposed products or services of the Company; or (b) non-technical information relating to products, for example:

- (i) Pricing, profit margins, marketing plans or strategies;
- (ii) Financial details of the Company, its affiliates or partners;
- (iii) Supplier lists, vendors, customer lists, data, sales, or marketing plans;

(iv) Future business plans or project lists, and internal communications;

Or, any other information which has been marked "Confidential" or "Proprietary," such as with a watermark, title, folder designation, or footnote/footer.

## CONFIDENTIALITY

If a check is marked in the box the left of the word "Confidentiality", then Contractor has elected that this Contract, its terms, existence, parties, and all provisions and communications regarding this Contract are deemed confidential and protected from disclosure. Client agrees not to speak of, make copies of, share, or otherwise distribute any information regarding, including but not limited to confirming the existence of this Contract.

The Client will not at any time disclose information which is proprietary or confidential, belonging to the Contractor. The Client will use reasonable discretion and make a good faith attempt to protect any confidential information owned by the Contractor from accidental disclosure. Upon written request from the Contractor, the Client will provide all records, notes, or other documentation which reasonably may contain said confidential information belonging to the Contractor.

## TERMINATION

**WITHOUT CAUSE.** Client may terminate this Contract without cause, if the notice for said termination is delivered to Contractor \_\_\_\_\_ days before Termination.

**WITH CAUSE.** Client may terminate this Contract with cause, if the notice for said termination is delivered to Contractor \_\_\_\_\_ days before Termination.

Damages: liquid damages that constitute a breach.

**NOTICE COMMUNICATION PROCEDURE.** Notices Shall be deemed delivered if sent in writing to the Address listed in Article 1: "Parties", and shall be sent as soon as possible within reason. Parties accept notices in paper form or by email to the address listed in Article 1. The delivery date shall be the date sent, defined by SMTP server receipt timestamp in the case of email, or by postmark.

## NONWAIVER

Failure of Parties to insist upon strict performance of the terms, covenants, and conditions herein contained, or to exercise rights implied or expressed within this Contract shall not be deemed a waiver of any Parties' rights or remedies herein, or any prior or subsequent rights or remedies.

## INDEMNIFICATION

Client agrees to indemnify, hold harmless and inure Contractor for any damages incurred as a result of the performance of services incidental to or directly resulting from execution of terms of this Contract. Client agrees not to seek damages or to initiate any lawsuit against Contractor, or its affiliates, relating to any terms and conditions of this contract.

## SEVERABILITY

Any provisions of this Contract that are found invalid, void, or unenforceable by a court of law in the Governing Jurisdiction shall not preclude other provisions from remaining in-force.

Any alterations or improvements must be made in compliance with the laws of the Governing Jurisdiction, and any alterations or improvements which fail to comply with the laws of the Governing Jurisdiction shall not change the enforceability of the remainder of provisions of this Contract.

Parties agree that, in the course of settling any disputes arising from any provision within this Contract, if the contract shall be read by entities within a court of law, that, if any part of this Contract is deemed unenforceable by law, then Parties intend to reduce the Contract by the minimum amount necessary to make the remainder of the Contract's parts enforceable.

## SURVIVABILITY

Clauses relating to confidentiality and non-disclosure shall survive the termination of this Contract.

The receiving party is not responsible for the preservation of Confidentiality for IP which is disqualified from the status of Confidentiality. For example, IP is NOT qualified to be considered Confidential if the IP is:

1. publicly known at the time of disclosure or becomes publicly known without cause or fault due to the Receiving Party;
2. discovered by the Receiving Party before disclosure by the Disclosing Party;
3. converted to Non-Confidential status upon written approval by the Disclosing Party.

## SUBCONTRACTING

[  ] If elected, Parties agree that Contractor may assign and/or subcontract work and acts defined in Project Articles within this Contract, including:

\_\_\_\_\_

\_\_\_\_\_

And

excluding:

\_\_\_\_\_

\_\_\_\_\_

And if **NOT ELECTED**, Contractor may not assign and/or subcontract any work and acts defined in Project Articles within this Contract.

## ASSIGNMENT

This Contract cannot be re-assigned without consent from all Parties. In the event of the dissolution or cessation of any entity's existence which was a Party to this Contract, the remaining party(ies) may terminate the contract and seek compensation or damages from the previous owners, parent organizations, investors, or other persons or Parties which have previously held ownership or control of the dissolved or ceased entity or its parents.

## WARRANTIES

[  ] **As-Is.** The goods are not subject to any warranty, standard, or certification of any kind by the Company, except those warranties, standards, or certifications which are granted by Governing Law of this Contract.

[  ] **Warranty Provided.** Company Warrants that Goods conform to the following Standards, Certificates, and additional Provisions and Terms: \_\_\_\_\_

\_\_\_\_\_

DATE

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### NO GUARANTEE

Parties acknowledge that the Contractor does not guarantee success or completion of the Project, or favorable result of key performance indicators, and Contractor will only make a reasonable good faith attempt to cause said success factors to be favorable.

### PRIVACY POLICY

The privacy policy of the Contractor is stated here for duplicate measure:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### DISPUTE RESOLUTION

The venue for any disputes relating to or arising from the contract will be in the local jurisdiction where the Work is created. When a legal action arises from the Contract, the prevailing party shall be awarded reasonable attorney fees and court costs from the non-prevailing party.

If a dispute arises from this Contract and parties are unable to resolve their dispute, then both parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral third party which is mutually agreed upon and chosen between both parties.

If either party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek first mediation as a solution for any disputes.

If both parties attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. In this case, the arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. By initialing the spaces provided in both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney's fees and court costs even when otherwise entitled.

INITIALS \_\_\_\_\_ [Client] \_\_\_\_\_ [Contractor]

\_\_\_\_\_

### [ ] COVENANT OF NON-COMPETITION.

IF ELECTED, for a period, lasting \_\_\_\_ years from the Effective Date of this Contract, the Contractor will not directly or indirectly engage in any business which competes with the Client, and [ ] If elected, the Client will not directly or indirectly engage in any business which competes with the Contractor. This covenant applies to a geographical area of \_\_\_\_\_, and a market including transactions which may occur \_\_\_\_\_.

Parties acknowledge that it is a material breach of this Contract to (a) Be employed or otherwise interested in, either direct or indirect, to a business similar to that conducted by the **Company**, and (b) to Compete with the **Company**.

Trade Secrets are assets of the **Company**. Unless written consent of All Shareholders is obtained for the disclosure of such secrets, the disclosure of these Trade Secrets is a material breach of this Contract. Trade secrets include but are not limited to: Technical specifications, contacts of customers and clients, internal Corporation matters, and proprietary processes, research, communications, or intellectual property. The general prohibition of disclosure of such Trade Secrets is perpetual in term.

### [ ] COVENANT OF NON-SOLICITATION

IF ELECTED, For a period lasting \_\_\_\_ years from the Effective Date of this Contract, the Client will not indirectly or directly solicit any business to customers with the same or similar products or services which are currently provided, or which are provided by during the effective period, by the Contractor.

### FORCE MAJEURE

Parties will NOT be deemed in breach, or to have liability, or need to perform services, if the reason of the breach, liability, or failure to perform services, is due in whole or part to: acts of God, worker strike, supplier delay or lack of availability, regulation or regulation changes, war, epidemic, weather, unavoidable accidents or any other cause outside of the control of the Contractor or Client.

### GOVERNING LAW

This Contract is subject to the law of \_\_\_\_\_, and specific statutes: \_\_\_\_\_.

Any terms, covenants, promises, and provisions, whether express or implied, are voided if contradicted by governing law. Parties are not obliged to comply with any terms that violate any Governing law or cause any illegal action. If any terms are voided due to governing law, this does not affect other terms of this Contract, and all other terms of the Contract within reason shall remain in full effect.

DATE

\_\_\_\_\_

### OFFER

This Contract is signed and executed, on the execution date of \_\_\_\_\_ to be made effective on the effective date of \_\_\_\_\_, by the Contractor, with intent to enter into a binding duly signed Contract with the Client, including all terms and provisions as written in this Contract, with the Expiration Date of offer set to \_\_\_\_\_. Offer Void if Expiration not filled. This offer is set to expire on the Expiration Date. After which time, if Acceptance is not received (minimum postmarked), this Contract and all provisions within is automatically nullified.

Signature of Contractor	Printed Name	Date
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\_\_\_\_\_

### ACCEPTANCE

Client has read and understood all terms, provisions, annexes and attached material to this Contract, and intends to enter into and execute duly this legally binding Contract, on the Acceptance date of \_\_\_\_\_, which is before the Expiration Date of the Offer defined by the Contractor, to be made effective on the Effective Date of \_\_\_\_\_.

- [  ] **AS-IS.** Client Accepts Offer without any Changes.
- [  ] **COUNTER-OFFER** Client Accepts Offer, with the following all-inclusive list of changes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Client	Printed Name	Date
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