

SOCIAL MEDIA RETAINER AGREEMENT

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This Social Media Retainer Agreement ("Agreement") is made effective as of [Effective Date] by and between:

Agency: [Agency Legal Name], located at [Agency Address] ("Agency")

Client: [Client Legal Name], located at [Client Address] ("Client")

The Agency and the Client may be referred to individually as a "Party" and collectively as the "Parties."

1. Parties and Engagement

The Client engages the Agency to manage the Client's social media presence on a recurring retainer basis, and the Agency agrees to provide these services under the terms set out below.

2. Social Scope and Deliverables

Each billing cycle, the Agency will deliver the following on the following platforms [Instagram / LinkedIn / TikTok / Facebook / X / other]:

- [e.g. "12 feed posts on Instagram"]
- [e.g. "20 stories on Instagram"]
- [e.g. "4 reels / short-form videos"]
- [e.g. "8 posts on LinkedIn"]
- [e.g. "1 monthly content calendar and 1 performance report"]

Explicitly excluded. The following are not included and will be quoted separately if required: [paid advertising management, influencer sourcing and fees, video production beyond the agreed format, graphic design beyond social assets, and any service not listed above].

3. Content Approval Workflow

- The Agency will submit content for the Client's approval [number, e.g. "5"] business days before the scheduled publish date.
- Content is approved by [named Client approver].

- **No content is published without the Client's approval.**
- If the Client does not approve or return feedback by the agreed deadline, the posting schedule shifts accordingly; the Agency will not publish unreviewed content.

4. Account Access and Credentials

- All social media accounts are owned by the Client.
- The Agency is granted access sufficient to perform the Services, through a business-manager or shared-access tool where available rather than the Client's raw login credentials.
- All credentials and access are kept confidential and are used only to perform this Agreement.
- On termination, all account access and ownership remain with, or transfer cleanly to, the Client, and the Agency will remove its own access by [number, e.g. "7"] days after the termination date.

5. Community Management

- Community management is [included / not included].
- Where included, the Agency will respond to comments, messages, and mentions within [response window, e.g. "one business day"], during [working hours and timezone].
- The following require escalation to the Client before response: [complaints, legal or safety issues, press enquiries, and anything outside the approved brand voice].

6. Posting Schedule and Reporting

The Agency will publish according to the agreed content calendar and provide a [monthly] report covering agreed metrics, which may include reach, impressions, engagement, follower change, and top-performing content. The Parties will hold a [monthly] review call.

7. Results Expectations and Disclaimer

Social media results depend on platform algorithms, audience behaviour, and content resonance outside the Agency's full control. Accordingly:

- The Agency makes **no guarantee** of any specific follower count, engagement rate, reach, or viral outcome.
- The Agency's obligation is to provide professional management of the Client's social presence, not to achieve a particular metric.
- Any projection or example figure is illustrative only and is not a guarantee.

8. Liability and Crisis Responsibility

- The Agency will act in accordance with the brand voice and guidelines agreed with the Client.
- The Client is responsible for content it approves for publication.
- In the event of a public incident or crisis arising from published content, the Agency will [notify the Client immediately / pause affected content / follow the agreed escalation process], and the Parties will cooperate to resolve it.
- The Agency is not liable for the acts of third parties, platform users, or platform actions outside its control.

9. Advertising Disclosure Compliance

The Parties will ensure that paid, sponsored, or influencer content carries the advertising disclosures required by applicable law and platform policy (for example, clear "#ad" or "paid partnership" labelling). Responsibility for approving such disclosures rests with [the Client / the Agency, as agreed].

10. Brand Safety and Guidelines

- The Client will provide brand guidelines and a "do-not-post" list covering topics, competitors, and claims to avoid.
- The Agency will work within those guidelines and will not publish content on excluded topics without the Client's written approval.

11. Payment Terms

- **Retainer fee:** [Currency and amount] per [billing cycle, e.g. "month"].
- **Billing date:** The Agency will invoice on [billing date], payable in advance.
- **Due date:** Payment is due within [number, e.g. "7"] days of the invoice date.
- **Accepted methods:** [e.g. "Bank transfer, Stripe, PayPal"].
- **Late payment:** Unpaid invoices accrue a late fee of [amount or percentage], and the Agency may pause Services until the balance is cleared.

12. Client Responsibilities

The Client will provide, in a timely manner: brand assets and guidelines, timely content approvals, product and campaign information, and account access. Delays caused by the Client do not reduce the retainer fee and may shift the posting schedule.

13. Confidentiality

Each Party will keep confidential all non-public information received from the other Party — including the Client's data and login credentials — and will use it only to perform this Agreement. This obligation continues after the Agreement ends. It does not apply to information that is public, independently developed, or required to be disclosed by law.

14. Intellectual Property Rights

Upon full payment for the relevant work, the Agency assigns to the Client ownership of the content created specifically for the Client. The Agency retains ownership of its pre-existing tools, templates, and methodologies, and may showcase the work in its portfolio unless the Client requests otherwise in writing.

15. Indemnification and Limitation of Liability

Each Party will indemnify the other against third-party claims arising from its own negligence or breach of this Agreement. The Agency's total liability under this Agreement will not exceed the total fees paid by the Client in the [number, e.g. "three (3)"] months preceding the claim. Neither Party is liable for indirect or consequential losses.

16. Duration, Renewal and Termination

- **Start date:** This Agreement begins on [Start Date].
- **Initial term:** The initial term is [e.g. "one (1) month"], after which it continues month-to-month.
- **Auto-renewal:** The Agreement automatically renews for successive [e.g. "one (1) month"] periods unless either Party gives written notice of non-renewal before the renewal date.
- **Notice:** Either Party may terminate by giving [number, e.g. "30"] days' written notice.
- **Effect of termination:** The Client remains responsible for fees for work performed up to the termination date. On termination, account access, created content, and scheduled posts transfer to the Client. Prepaid fees for undelivered work will be [refunded / credited / forfeited — choose one].

17. Dispute Resolution

The Parties will attempt to resolve any dispute in good faith through direct discussion. If unresolved, the dispute will be settled by [mediation / arbitration / the courts] in [jurisdiction/location]. This Agreement is governed by the laws of [governing law jurisdiction].

18. General Provisions

- **Independent contractor:** The Agency is an independent contractor, not an employee, partner, or agent of the Client.
- **Non-exclusivity:** Nothing in this Agreement prevents the Agency from providing services to other clients, unless a separate written exclusivity arrangement is agreed.
- **Assignment:** Neither Party may assign this Agreement without the other Party's written consent, except as part of a sale of substantially all of its business.
- **Force majeure:** Neither Party is liable for delays or failures caused by events beyond its reasonable control.
- **Notices:** Notices under this Agreement will be in writing and sent to the email or address each Party provides.
- **Entire agreement:** This Agreement is the entire agreement between the Parties on its subject and replaces any prior discussions. Any change must be in writing and signed by both Parties.
- **Severability:** If any clause is found unenforceable, the rest of the Agreement remains in effect.

19. Signatures

By signing below, both Parties agree to the terms of this Agreement.

Agency	Client
Signature: _____	Signature: _____
Name: [Agency Signatory Name]	Name: [Client Signatory Name]
Title: [Title]	Title: [Title]
Date: _____	Date: _____

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