

Social Media Influencer Agreement

This Agreement is made and entered into on the _____ until _____, unless extended by any subsequent written indication.

Between

_____, having its office at _____ (hereinafter referred to as “Agency”) of the ONE PART;

And

_____ having its office at _____. (hereinafter referred to as “Client”) of the OTHER PART

1. BACKGROUND

_____ has expertise in creating social media marketing and research services. _____ operates a service based on this system, which can be provided to _____.

_____ will develop Social Media Marketing & Social Media Research for _____. Against this background, the Parties have agreed to the terms that follow.

For the period of 1st May 2012 to 31st October 2012, a Social Media Campaign will be built for _____ on Facebook Twitter, YouTube , <mention all platforms>.

To provide, via _____ :

<mention deliverables>

_____ has the right to bill additionally, upon mutual agreement, for any application development, meetups, <mention all possible services as per rate card> based on a proforma and email approval from _____.

2. GENERAL CONDITIONS

The Service supplied under this Agreement shall be subject to _____ 's general terms and conditions as set forth in (“Terms & Conditions”).

3. REMUNERATION / INVOICING AND PAYMENT TERMS

The cost for Social Media Management will be <Mention final per month amount> plus Service Tax per month to be paid within <mention agreed upon duration – can be 10 days to 90 days period>

4. TERMS & CONDITIONS

These terms and conditions constitute an agreement with you and _____, a company incorporated in India, whose registered office is at _____.

The Retainer amount is subject to increment if the Scope of Work or Duration increases beyond the deliverables or expectancy.

_____ shall notify the _____ in writing one(1) month in advance whenever they would like to discontinue the engagement and vice versa. In case of termination _____ will pay the amount invoiced till the termination date to _____. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

In cases of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts in _____ only.

5. REPRESENTATION AND WARRANTIES –

_____ hereby represents, undertakes and warrants that the services provided by _____ under this Agreement does not violate/infringe, or shall not at any time during or after this Agreement violate/infringe the intellectual property rights of any third party IN WITNESS WHEREOF the parties hereto have hereunto set their hands as on the date of this Agreement:

6. SIGNED, SEALED AND DELIVERED by –

For and on Behalf of _____	For and on Behalf of _____
(_____)	(_____)
Company: _____	Company: _____
Place: _____	Place: _____
Name : _____	Name : _____
Designation : _____	Designation : _____
Date: _____	Date: _____