# **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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

1. **GENERAL CONDITIONS**

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

1. **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>

1. **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.

1. **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:

1. **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: |