



SOCIAL MEDIA MANAGEMENT

Agreement

Introduction

Purpose of the Agreement:

This Social Media Manager Contract ("Agreement") is made and entered into as of the 18 day of March, by and between Visit Visalia ("Client") and Veronica Manzo ("Social Media Manager"). The purpose of this Agreement is to outline the terms and conditions under which the Social Media Manager will provide social media management services to the Client.

Effective Date:

The effective date of this Agreement is **April 1, 2026**.

Scope of Services

Description of Services:

The Social Media Manager agrees to provide the following services to the Client:

- Develop and implement a social media strategy that aligns with the Client's business goals.
- Create, edit, schedule, and publish content on Facebook, Instagram, Pinterest, and TikTok.
- Monitor and respond to comments, messages, and interactions on social media in a timely and professional manner.
- Creation and distribution of 1 monthly newsletter.
- Deliver assets gathered in a Google or DropBox Drive.

Deliverables:

The Client will receive the following deliverables:

- 8 short-form videos (Reels/TikToks) published across Facebook, Instagram, TikTok, and Pinterest (approximately 2 per week).
- 4 feed posts (photo or carousel) published across Facebook, Instagram, and Pinterest (approximately 1 per week).
- Daily Instagram Story curation, including resharing tourism-related content such as local businesses, events, and visitor experiences.
- Publishing and optimization of content to Pinterest using existing Instagram content:
 - Creation of custom pin thumbnails/graphics for each post.
 - Writing Pinterest-optimized titles and descriptions.
 - Adding destination links to drive traffic to the client's website.
- Creation and delivery of one (1) monthly email newsletter, including:
 - Copywriting (subject line + body content).
 - Basic design/layout.
 - Up to 2 rounds of revisions.
 - Scheduling and distribution (or delivery to client for final send).
- Caption writing and hashtag strategy for all posts.
- Cross-posting and platform optimization across Instagram, Facebook, TikTok, and Pinterest.
- Community engagement, including responding to comments and direct messages during business hours.
- Uploading assets gathered in Google or DropBox.

Platforms Managed:

The Social Media Manager will manage the Client's accounts on the following platforms:

- Facebook
- Instagram
- Pinterest
- TikTok

Compensation**Service Fee:**

The Client agrees to pay the Social Media Manager a **monthly fee of \$2,500.00** for the services provided under this Agreement.

Payment Schedule:

The Client agrees to pay the Social Media Manager according to the following schedule:

- The first payment of **\$2,500.00** is due upon signing this Agreement.
- Subsequent monthly payments of **\$2,500.00** are due on the first day of each month.

Payment Terms**Payment Methods:**

Payments will be made by check payable to **Veronica Manzo** and sent to **1316 W Myrtle Ave, Visalia, CA, 93277**.

Late Payments:

Late payments will incur a 5% late fee for any payment received more than 5 business days after the due date. If payment is not received within 30 days of the due date, the Social Media Manager reserves the right to suspend services until the account is brought current.

Term and Termination**Term:**

This Agreement shall commence on **April 1, 2026, and continue through December 1, 2026**, unless terminated earlier in accordance with this Agreement.

Termination by Client:

Client may terminate this Agreement at any time by providing thirty **(30) days' written notice** to Contractor. Client agrees to pay for all services rendered up to the termination date. Any prepaid fees for services not yet rendered will be **refunded on a pro-rata basis**.

Termination by Social Media Manager:

Contractor may terminate this Agreement if Client fails to meet its obligations or breaches any term of this Agreement. Contractor will provide written notice of termination. Client shall be responsible for payment for all work completed through the termination date.

Effects of Termination:

Upon termination of this Agreement, the Social Media Manager will deliver all completed work and any outstanding deliverables to the Client within 10 business days. The Client will pay any outstanding invoices within 15 business days of receipt. Both parties agree to maintain the confidentiality of all shared information and to honor the non-disclosure agreement.

Confidentiality**Confidential Information:**

The Social Media Manager agrees to keep confidential all information, whether written or oral, concerning the Client's business and affairs that is obtained or developed in the course of providing services under this Agreement. This includes, but is not limited to, business plans, marketing strategies, financial information, and proprietary data.

Use of Confidential Information:

The Social Media Manager shall use the confidential information solely for the purpose of performing the services outlined in this Agreement and shall not disclose it to any third party without the Client's prior written consent.

Exceptions:

Confidential information does not include information that:

- Is or becomes publicly known through no wrongful act of the Social Media Manager;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Social Media Manager without use of the Client's confidential information; or
- Is required to be disclosed by law, provided that the Social Media Manager gives the Client prompt notice of such requirement and assists in obtaining an order protecting the information from public disclosure.

Survival:

The confidentiality obligations shall survive the termination of this Agreement for a period of two years.

Intellectual Property**Ownership of Work:**

All materials, content, reports, and other deliverables created by the Social Media Manager in connection with the performance of the services under this Agreement shall be the exclusive property of the Client. The Client shall have full ownership rights to use, modify, and distribute these materials as they see fit.

License to Use:

The Social Media Manager retains the right to use any methodologies, processes, techniques, or know-how used or developed during the course of this Agreement for other projects, provided that no confidential information or proprietary data of the Client is disclosed or used. The Social Media Manager may showcase the deliverables in their portfolio or marketing materials, provided that no confidential or proprietary information is disclosed.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflict of law principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts located in Visalia, California.

Warranties and Representations

Social Media Manager's Warranties and Representations:

The Social Media Manager warrants and represents that:

- The services will be performed in a professional manner, in accordance with industry standards.
- The Social Media Manager has the necessary skills, experience, and expertise to provide the services outlined in this Agreement.
- The services provided do not and will not infringe upon or violate any intellectual property rights of any third party.
- The Social Media Manager will comply with all applicable laws and regulations in the performance of the services.

Client's Warranties and Representations:

The Client warrants and represents that:

- The Client has the right to provide the Social Media Manager with access to their social media accounts and any necessary information or materials required for the performance of the services.
- The Client will comply with all applicable laws and regulations related to their business and industry.
- The Client will provide accurate and complete information to the Social Media Manager to facilitate the performance of the services.

Limitation of Liability

Limitation of Liability:

In no event shall either party be liable to the other for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, data, or business opportunities, even if advised of the possibility of such damages.

The total liability of either party for any claims arising out of or related to this Agreement shall not exceed the total amount paid by the Client to the Social Media Manager under this Agreement.

Exclusions:

This limitation of liability shall not apply to:

- Any liability arising from gross negligence or willful misconduct.
- Any breach of confidentiality obligations.
- Any claims related to the infringement of intellectual property rights.

Dispute Resolution

Mediation:

In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through mediation. Either party may initiate mediation by providing written notice to the other party. The mediation shall be conducted by a mutually agreed-upon mediator. The costs of mediation shall be shared equally by both parties.

Arbitration:

If mediation fails to resolve the dispute, the parties agree to submit the dispute to binding arbitration. The arbitration shall be conducted in accordance with the rules of [Arbitration Organization]. Either party may initiate arbitration by providing written notice to the other party. The decision of the arbitrator shall be final and binding on both parties. The costs of arbitration shall be shared equally by both parties unless otherwise determined by the arbitrator.

Signatures

Acknowledgment and Agreement:

By signing below, each party acknowledges that they have read, understood, and agree to all the terms and conditions outlined in this Social Media Manager Contract. This agreement represents the entire understanding between the Client and the Social Media Manager regarding the services described herein.

Client

Print Name: _____

Signature: _____

Date: _____

Service Provider

Print Name: Veronica Manzo

Signature: _____

Date: _____