



Social Media Content Creation and Promotion Working Agreement Contract for Services

Working Agreement and Contract for Services

Bees Industries LLC will make every effort to create innovative social media marketing communications for _____ (the “Client”).

This Agreement outlines the terms of our working relationship:

1. Authorization: The Client hereby engages Bees Industries, located in Denver Colorado, as an independent contractor for online marketing and social media services. The Client hereby authorizes Bees Industries to promote the Client’s business online in Facebook, Instagram, Pinterest, LinkedIn, X, TikTok, YouTube, and other social media outlets (the “Work”). The Client represents and warrants to Bees Industries that both the Client and Bees Industries owns or has a license to use in the manner contemplated by this Agreement all copyrights, trademarks, trade dress, service marks, brand names or other intellectual or artistic property associated with the Content.

2. Assignment of Work: Bees Industries reserves the right to assign the Work to other designers or subcontractors from time to time in its sole discretion to ensure quality and on-time completion of services. Bees Industries will make every effort to meet agreed on due dates, provided however, the Client’s failure to submit the required information or materials may cause delays in site updates and/or advertising campaigns.

3. Grant of Rights: Upon receipt of full payment, Bees Industries grants to the Client rights of ownership in the finished Work (the Content on site in published form) and all additional materials paid for by Client.

4. Reservation Of Rights: All rights not expressly granted hereunder are reserved to Bees Industries, including but not limited to all rights in creative advertising copy, ideas and suggestions for contests, keywords and other items used to stimulate interest in Client’s



business or the Content. If such ideas are presented, and not implemented (or not paid for) by Client then they shall be the confidential property of Bees Industries.

5. Release And Indemnity: The Client hereby releases, indemnifies and holds harmless Bees Industries against any and all claims, damages, liabilities, complaints, promises (express or implied), lost profits, breach of contract, tort, or violation of copyright, trademark, trade dress, service mark, brand names or other rights to intellectual or artistic property associated with the Content, this Agreement or the parties' relationship.

6. Standard Social Media Marketing Monthly Services: The Client agrees to supply direction and topics for content posts. It is understood, however, that Bees Industries will take responsibility to write a content update to occur at regular intervals, whether any direction is provided by the Client. The Work includes updates to social media business pages.

7. Payment: The Client shall pay Bees Industries an initial retainer of \$4,995.00. The Client will thereafter be billed monthly according to the signed "Content Sliding Scale Agreement".

8. Maintenance Fees: Monthly fees include the appropriate amount of time necessary to manage Content updates on a regular, consistent basis and include up to 2 hours' discussion time (phone, online or e-mail) per month. Additional research requested, client consultation, or client meetings will be billed monthly at \$50 per hour in addition to the payments required by Section 7 of this Agreement. These fees will be added as necessary to the monthly bill. Payments are due no later than 15 days after receipt of the invoice.

9. Termination: This Working Agreement and Contract for Services is terminable at will by either party on 30 days' written notice. In the event of termination, Bees Industries has the right to bill pro rata for Work completed through the date of notice of termination.



10. Expenses: Bees Industries is solely responsible for any expenses reasonably necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Photography, Travel, Technology Devices) unless negotiated otherwise outside of this contract by the Client and Bees Industries.

11. Arbitration: Any disputes arising out of or relating to this Agreement, the Content or the relationship between or among the Parties, shall be submitted to binding arbitration pursuant to the CPR Rules for Non-Administered Arbitration. The Arbitrator's award shall be final and binding, and judgment may be entered thereon in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney fees and legal interest on any award or judgment in favor of Bees Industries.

12. Severability: If any provision of this Working Agreement and Contract for Services shall be held unlawful, void, or for any reason unenforceable, then that provision shall be severable from the remainder of this Working Agreement and Contract for Services and shall not affect the validity and enforceability of the remaining provisions. Bees Industries and Client agree to the terms of this Working Agreement and Contract for Services. The Parties represent and warrant that they have authority to execute this Working Agreement and Contract for Services.

Bees Industries LLC

Company_____

Name_____

Name_____

Sign_____

Sign_____

Date_____

Date_____