SOCIAL MEDIA FREELANCE CONTRACT

This Freelance Social Media Agreement is made November 10, 2026 between **Example Workshop LLC** (the "Client") and **Casey Morgan** (the "Creator").

1. Social Media Services

The Creator shall provide social media services across the following platforms: **Instagram and LinkedIn**. Scope: **Plan and prepare a monthly set of social posts**.

Content cadence. Approximately **4** posts per month across all platforms, subject to platform-specific best practices.

Revisions. The fee includes **2** revision round(s) per content piece prior to publication.

2. Account Ownership and Access

Account ownership as agreed in writing; default is Client-owned.

3. Platform Terms, Advertising Laws, and FTC Compliance

The Creator shall comply with: (a) the Terms of Service of each platform; (b) the FTC Endorsement Guides (16 C.F.R. Part 255) including clear and conspicuous disclosure of material connections (e.g., #ad, #sponsored, paid-partnership tag) on any sponsored or branded content; (c) CAN-SPAM (15 U.S.C. §§7701 et seq.) for email campaigns; (d) TCPA (47 U.S.C. §227) for SMS; (e) COPPA (15 U.S.C. §§6501–6506) where content is directed at children under 13; and (f) applicable state consumer-protection laws.

4. Content Approval

Where required by Client, content shall be submitted for approval at least **24 hours** before scheduled publication, except for time-sensitive or pre-approved content categories. Silence for 24 hours constitutes approval.

5. Fees

Hourly. $201.00/hour.

Media buy / ad spend is separate and shall be funded by Client directly through Client's own ad accounts. Invoices are payable within **45 days** after receipt.

Rush fee 25%.

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6. Term and Termination

Project-based. 14-day convenience termination; 10-day cure for material breach. Immediate termination for FTC or platform-ToS violations the Creator fails to correct after notice.

7. Intellectual Property

Upon payment in full, all original content (copy, graphics, captions, short-form videos) created for Client is assigned to Client (work-for-hire plus assignment backstop under 17 U.S.C. §101). Pre-payment use by Client is a breach.

Likeness and personal content. If the Creator appears on camera or uses the Creator's own likeness, the Creator grants Client a license to use that content during the Term and for the usage rights period identified in writing; post-term or post-usage-rights use requires a separate license.

Portfolio. The Creator may showcase campaign results as case studies. **Pre-Existing IP** per Exhibit A.

8. Confidentiality

Standard confidentiality with **DTSA §1833(b) immunity notice**. Analytics, customer lists, and strategy are Client Confidential Information.

9. Independent Contractor

The parties intend to engage the Creator for independent services. Applicable law and the actual working relationship determine worker status and any employment rights. The payee will supply the appropriate Form W-9 or applicable Form W-8 for its tax status. The payer will file and furnish Form 1099-NEC when required for the payment year.

10. Indemnification

The Creator indemnifies for FTC non-disclosure, platform-ToS breach, and infringement in original content. Client indemnifies for Client-supplied content, product claims, and use of deliverables outside the license granted.

11. Limitation of Liability

No indirect/consequential damages. Cap 2× fees paid in prior 12 months. Excludes confidentiality, IP indemnity, FTC-compliance indemnity, gross negligence, willful misconduct.

12. General

Governing law CO. Mediation then AAA.Fee-shifting. Standard assignment, severability, counterparts, ESIGN/UETA.

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Signatures

Client

PRINTED NAME

SIGNATURE

DATE

Creator

PRINTED NAME

SIGNATURE

DATE

Exhibit A — Pre-Existing IP

Item	Description	Owner

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