

## **Online Marketing Consulting Service Contract**

---

This contract is a legally binding agreement between Visit Mendocino County ("Client") and Brendan McGuigan ("Consultant"), entered into on \_\_\_\_\_, 2016.

### **Agreement**

- Whereas the Consultant will perform a myriad of services (See Sec. 2) designed to boost the social media presence of the Client.
- Whereas the Client will compensate the Consultant for said services by paying a monthly fee (See Sec. 3) due on the first day of each thirty (30) day period.
- Whereas this agreement is binding through June 30<sup>th</sup>, 2017.

### **Terms**

#### **1. Duration**

- The Consultant will render services to the Client through June 30<sup>th</sup>, 2017 beginning on July 1<sup>st</sup>, 2016.
- During this time the Consultant will become responsible for the maintenance portion of the agreement (See Sec. 2).
- Once the initial contract term has transpired, either party may opt to conclude the agreement without penalty. Otherwise, the two parties may extend the existing agreement in thirty (30) day increments or propose a new extended contract so long as both parties shall agree.
- Should the Client choose to terminate the contract without cause prior to the end of the initial term, the Client must present the Consultant with a written notice of termination and sixty (60) days notice.

#### **2. Services**

- The Consultant will continue the organization's presence on the following social media platforms:
  - a. Facebook
  - b. Instagram
  - c. Twitter
  - d. Facebook Advertising
- The Consultant will meet the following quotas:
  - a. Two (2) Facebook Posts each week
  - b. Three (3) Instagram Posts each week
  - c. Two (2) Blog Posts each month
  - d. One (1) Contest every three months
- The consultant will provide the Client with the following reports:

## **brendan mcguigan | online marketing consultant**

- a. Monthly Facebook status, Likes, and Reach
- b. Monthly Instagram status, Likes, and Reach

- The Consultant will meet with the Client at the conclusion of each thirty (30) day period (in person, by phone, or online) to discuss the campaign's progress and discuss strategy for the upcoming period.

- The Consultant will create, in consultation with the Communications Coordinator, a monthly newsletter to promote the destination.

- The services cited in this section (Sec. 2) represent a complete list of the Consultant's contractual obligations. The Consultant may elect to provide additional services when deemed necessary. Should this occur, the Client will not be billed for additional services. However, the performance of additional services in one period does not obligate the Consultant to provide such additional services in future periods.

### **3. Compensation**

- The Consultant will optimize and continue the Client's social media presence across the agreed upon social platforms for a reoccurring charge of \$3,000, due on the 1<sup>st</sup> of every month.

- The Consultant will accept payment delivered in person, paid online, or mailed to the address below:

**Brendan McGuigan**  
**PO Box 1904**  
**Mendocino, CA 95460**

- In the event that the Client fails to pay the Consultant by 5:00 p.m. (PST) on the 10<sup>th</sup> of the month, the Consultant will cease to provide services until payment is received.

- Once payment for the period has been made in full, the Consultant will resume provision of services. Should a suspension of services occur, the complete payment will be necessary to resume services – a prorated amount will not be provided.

### **4. Account Authorization**

- The Consultant is authorized by the Client to assume the identity of the Client in all social media interactions on the internet including, but not limited to, status updates, blog posts, online forum discussions and message board posts, comments, and responses to user comments, and emails.

### **5. Rights to Created Content**

- The Client will retain the right to all content created by the Consultant for the Client, while under contract, ad infinitum. However, the Client may not distribute for profit any content created by the Consultant for the Client, while under contract, without the written consent of the Consultant.

- Furthermore, the Consultant will retain the right to use any and all content created by the Consultant for the Client, while under contract.

# **brendan mcguigan | online marketing consultant**

## **6. Access to Client Information**

- The Consultant will, from time to time, ask for statistical, customer, and reference information from Client. Requests will be made directly to the Client in person, via email, over the phone, or in writing. After receiving the answer, the Consultant will store the information in the Client's directory and after the termination of the contract any electronic record will be deleted.

- The Consultant will not share this information under any circumstances, nor will the Consultant sell this information to a third (3<sup>rd</sup>) party.

## **7. Liability Waiver**

- Establishing a social media presence and initiating a two-way flow of communication between the Client and the public can have unintended consequences on the Client's reputation. Should this occur, the Client waives its right to hold the Consultant responsible for any damage and/or liability that may arise from the Consultant's actions on behalf of the Client.

- If, at any time, the Client does not agree with actions taken by the Consultant on its behalf, it must notify the Consultant in writing. If the Consultant receives such a communication, the Consultant will post a retraction and apology across all affected platforms within twenty-four (24) hours.

## **8. Service Interruption**

- Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, laws, proclamations, edicts, ordinances or regulations, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

## **9. Amendments & Addendums**

- This contract is to be considered complete and final. However, the field of social media is rapidly changing and said changes may necessitate amendment or addition to this contract. Should such a need arise, the amendment or addendum must be drawn up as a separate document, signed by both parties indicating their agreement, and a copy of the signed document must be provided to the Client and the Consultant.

# brendan mcguigan | online marketing consultant

## 10. Entire Agreement

- Should either party violate the terms of or fail to meet the obligations set forth in this contract, such action will render the opposing party free from any further contractual obligation.

IN WITNESS WHEREOF, both parties signify their authority to act on their organization's behalf and agreement to abide by the terms of this contract effective the date written above by the signatures affixed below.

### Client:

---

*{Name – Printed}*

---

*{Title & Organization}*

---

*{Name – Printed}*

---

*{Title & Organization}*

---

*{Signature}*

---

*{Date}*

### Consultant:

---

*{Name – Printed}*

---

*{Title & Organization}*

---

*{Signature}*

---

*{Date}*