

# FREELANCE DIGITAL MARKETING SERVICES AGREEMENT

This Freelance Digital Marketing Services Agreement (the “**Agreement**”) is entered into as of **[Effective Date]**, by and between:

**Service Provider:**

**Adsbymateo**

Mateo Miletich

(“**Freelance Brand Scaler**”)

Email: [mm80.business@gmail.com](mailto:mm80.business@gmail.com)

and

**Client:**

(Client Business name)

(client name)

(“**Client**”)

Service Provider and Client may each be referred to individually as a “**Party**” and collectively as the “**Parties.**”

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## 1. Purpose

Client desires to engage Service Provider as an independent freelance digital marketer to provide certain advertising and marketing related services for Client’s business, and Service Provider agrees to perform such services under the terms of this Agreement.

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## 2. Services Provided

Service Provider will provide the following services for Client in connection with **Meta advertising campaigns**, including **Facebook Ads** and **Instagram Ads**:

### Included Scope of Services

- Strategic planning and setup of Meta ad campaigns
- Management of Client’s Meta Ads Manager account
- Campaign monitoring and optimization
- Creation of ad creatives, including short-form video ad creatives and related ad copy

- Lead generation campaign setup
- Basic lead automation support for ad leads, including lead routing or automation workflow coordination where applicable
- Performance review and communication regarding campaign progress

Service Provider will perform these services in a reasonable, professional, and timely manner consistent with freelance marketing industry standards.

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### 3. Services Not Included / Outside Scope

Unless otherwise agreed to in writing, the following services are **not included** under this Agreement:

- Organic social media management or daily posting
- Community management, comment moderation, or direct message handling
- Website design or full website development
- Landing page design, coding, or hosting
- Email marketing campaign creation or management
- Sales team management or lead closing
- CRM setup beyond basic lead automation coordination
- Graphic design requests unrelated to active ad campaigns
- Photography or professional videography production on-site
- Guaranteeing specific results, including a guaranteed number of leads, booked appointments, sales, return on ad spend, or revenue
- Budgeting or payment of ad spend on behalf of Client, unless otherwise agreed in writing
- Service Provider does not guarantee the performance or uptime of third-party automation tools, software, or integrations
- Service Provider is not responsible for failures caused by third-party platforms, API changes, software outages, login issues, or account restrictions
- Ongoing maintenance of advanced automation systems outside the agreed scope may require additional fees

Any work requested outside the scope above may require a separate written agreement, change order, or additional fee.

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### 4. Term

This Agreement will begin on **[March 16, 2026]**.

The Parties agree that Service Provider may begin with an initial **fourteen (14) day trial period at no service fee** (the “**Trial Period**”), during which Service Provider may perform agreed advertising, setup, creative, and campaign management services on a trial basis.

At the conclusion of the Trial Period, the Parties may review performance, working relationship, and overall fit. If Client wishes to continue services after the Trial Period, the Parties may continue on a **month-to-month basis** at the retainer fee set forth in this Agreement or another fee mutually agreed to in writing.

Service Provider is under no obligation to continue services beyond the Trial Period unless both Parties agree to move forward.

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## 5. Fees and Payment

Client agrees that the first **fourteen (14) days** of services may be provided by Service Provider as a **free trial**, with no service retainer charged during that Trial Period unless otherwise agreed in writing.

Following the Trial Period, Client agrees to pay Service Provider a **flat monthly retainer fee of \$1,250 to \$2,000 per month** for the services described in this Agreement, or such other reasonable amount as the Parties may agree to in writing after reviewing the Trial Period.

### **Starter Plan - \$1,250/month**

Management of up to 2 campaigns, basic creative testing support, lead automation monitoring, and weekly performance updates.

### **Growth Plan - \$1,600/month**

Management of up to 4 campaigns, ongoing optimization, creative strategy support, and regular performance updates.

### **Scale Plan - \$2,000/month**

Full campaign management, consistent optimization, creative direction, and automation management.

## Payment Terms

- No service fee will be charged during the initial **14-day Trial Period**, unless otherwise agreed in writing
- After the Trial Period, payment is due **upfront each month** on the **[Due Date]**
- Payments shall be made via **[Zelle / Bank Transfer / Stripe / Other]**
- This retainer covers Service Provider’s professional service fees only

If payment is not received on time, Service Provider may pause work, withhold deliverables, or suspend campaign management until payment is received.

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## 6. Ad Spend

Client understands and agrees that advertising platform spend, including Meta/Facebook/Instagram ad budget, is separate from Service Provider's retainer fee. Client is solely responsible for funding and maintaining sufficient ad spend within the advertising account.

Service Provider is not responsible for campaign underperformance caused by insufficient ad spend, platform issues, rejected ads, disabled accounts, audience limitations, inaccurate client information, or external market conditions.

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## 7. Client Responsibilities

Client agrees to cooperate with Service Provider and provide all reasonably necessary materials, access, and information needed for performance of the services.

### Client Responsibilities include:

- Providing timely access to Meta Business Manager, Ad Account, Facebook Page, Instagram Account, and any related business assets
- Providing accurate business information, offers, pricing, claims, disclaimers, testimonials, and service details
- Providing approvals, feedback, and requested materials in a timely manner
- Reviewing ad creatives and campaign messaging before launch when requested
- Ensuring that all claims made in ads and marketing materials are truthful, lawful, and authorized
- Maintaining access to any CRM, lead form, calendar booking system, or automation software used for lead management
- Following up with leads in a timely manner once leads are generated

Client acknowledges that delayed responses, lack of approvals, incomplete information, poor follow-up, or failure to provide access may negatively affect performance and timelines.

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## 8. No Guarantee of Results

Service Provider will use reasonable professional efforts, experience, and proven strategies to help improve Client's advertising performance and overall marketing results.

While many clients experience increased visibility, lead flow, and business growth, specific results cannot be guaranteed. Marketing outcomes may vary based on factors such as market conditions, competitiveness of the offer, advertising budget, response time to leads, sales processes, and platform dynamics.

Client understands that digital advertising is an ongoing process of testing, optimization, and refinement designed to improve performance over time.

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## 9. Approvals and Creative Revisions

Service Provider will create ad copy, videos, campaign structures, and creative strategies based on professional experience and marketing judgment. Client is welcome to provide feedback, suggestions, or brand preferences; however, Client agrees to respect Service Provider's creative direction and strategic decisions.

The monthly retainer includes a reasonable number of revisions related to active campaigns. Requests for major changes in messaging, complete creative redesigns, or frequent revision cycles may be treated as additional work and may require an added fee if agreed by both Parties.

All marketing concepts, campaign systems, creative frameworks, and advertising strategies developed by Service Provider remain the intellectual property of the Service Provider unless otherwise agreed in writing. Client may use approved advertising content during the active service period.

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## 10. Lead Automation and Integrations

Where applicable, Service Provider may assist with setup or coordination of **lead automation systems** related to ad campaigns, including routing leads to email, CRM, forms, or similar workflows.

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## 11. Independent Contractor

Service Provider is an independent contractor and is not an employee, partner, joint venturer, or agent of Client. Service Provider shall retain control over the method, details, and means of performing the services.

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## 12. Intellectual Property and Usage

Upon full payment of all fees due under this Agreement, Client may use the final approved ad creatives and marketing materials prepared specifically for Client under this Agreement for Client's business purposes.

Service Provider retains ownership of:

- pre-existing templates, systems, frameworks, methods, know-how, and processes
- general advertising strategies and internal workflows
- unused concepts or draft materials not selected by Client

Service Provider may display non-confidential work product, campaign creatives, and general results in a portfolio or for self-promotional purposes unless Client requests otherwise in writing.

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## 13. Confidentiality

Each Party agrees to keep confidential any non-public business, financial, marketing, operational, or technical information disclosed by the other Party and to use such information only for purposes related to this Agreement.

This obligation does not apply to information that:

- is already publicly known
  - is independently developed without use of confidential information
  - is lawfully received from a third party
  - must be disclosed by law
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## 14. Compliance and Platform Policies

Client is solely responsible for the legality, accuracy, and substantiation of its business practices, claims, offers, services, testimonials, and advertisements.

Service Provider will make reasonable efforts to create advertising that aligns with platform standards, but Service Provider is not responsible for:

- ad disapprovals
- account flags or restrictions
- policy enforcement actions
- disabled ad accounts, pages, or business managers
- changes in Meta platform rules or algorithms

Client acknowledges that final decisions regarding ad approval and account standing are controlled by Meta and other third-party platforms, not by Service Provider.

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## 15. Limitation of Liability

Client understands and agrees that Service Provider will use reasonable efforts and professional judgment when providing marketing services. However, Client accepts that advertising and business performance involve risk and many factors outside Service Provider's control.

By entering this Agreement, Client agrees to waive and release Service Provider from liability for indirect or business-related losses such as reduced sales, lost profits, missed opportunities, business interruptions, or reputational impact connected to marketing performance or advertising activity.

If any claim arises, Service Provider's responsibility will be limited to the total amount of service fees paid by Client within the two (2) months prior to the claim.

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## 16. Indemnification

Client agrees to take full responsibility for their business operations, products, services, customer interactions, and fulfillment processes.

Client also agrees to protect and hold Service Provider harmless from any claims or issues that may arise from:

- information, offers, or advertising claims provided by Client
  - Client's failure to follow advertising policies or legal requirements
  - the quality, delivery, or performance of Client's products or services
  - business practices or customer disputes unrelated to Service Provider's direct actions
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## 17. Termination

Either Party may terminate this Agreement by providing **14 days' written notice** to the other Party.

If Client terminates after work for the month has already begun, fees already paid are **non-refundable**. If there are unpaid fees for services already performed, Client agrees to pay those amounts promptly.

Service Provider may terminate this Agreement immediately if Client:

- fails to make timely payment
- fails to provide necessary access or cooperation
- requests deceptive, unlawful, unethical, or platform-violating advertising practices
- engages in abusive or unprofessional conduct

Upon termination, Service Provider may pause all work and revoke access to internal materials, drafts, or systems not yet fully paid for.

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## 18. Non-Refund Policy

Because Service Provider reserves time, strategy, and creative resources for Client, all monthly retainer payments are **non-refundable once the service month begins**, except as otherwise required by law or agreed in writing.

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## 19. Notices

Any notice under this Agreement shall be given by email or other written communication to the contact information provided by each Party.

- **Adsbymateo Email:** [mm80.business@gmail.com]
- **Client Email:** [ ]

Notice shall be deemed effective upon sending, provided there is reasonable evidence of delivery.

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## 20. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, proposals, understandings, or communications relating to the subject matter herein.

Any amendment or modification to this Agreement must be in writing and signed or otherwise clearly accepted by both Parties.

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## 21. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of **California**, without regard to conflict of law principles.

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## 22. Electronic Signatures

The Parties agree that electronic signatures, PDF signatures, typed names, and signatures through digital signature platforms shall be deemed valid and enforceable to the fullest extent permitted by law.

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## 23. Acknowledgment of Agreement

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

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## SIGNATURES

### **SERVICE PROVIDER**

Adsbymateo  
Mateo Miletich

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **CLIENT**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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