

Chehalem Park and Recreation District Social Media Posting Agreement

Authority

This Agreement is between Chehalem Park and Recreation District (CPRD) and _____ (Employee). Employee will have authority to post on social media platforms on behalf of CPRD to promote, advertise, communicate about, and encourage use of CPRD programs and facilities. Only those employees who have signed this agreement may post authorized CPRD social media posts.

Ownership

All of the accounts, content, identification, lists of friends, followers, contacts, and any other information in any format associated with any and all social media accounts that are authorized by this agreement are the sole property of CPRD. Employee will only post those items authorized by CPRD. Employee agrees that they will not post any of their own personal information, nor shall they use any of the accounts, lists, followers, contacts, addresses, passwords or other such material for their own personal use. All of the above are business trade secrets which have value to CPRD and may only be exclusively used for CPRD's purposes.

Turnover

At any time that CPRD requests, Employee shall turn over the account by taking any action necessary to notify the host of the account, sign any assignment paperwork, and provide CPRD any account names, passwords, or other access tool. Employee will provide CPRD any files, caches, and any data in any form showing the history, customer list, follower list, friends list and any other data associated with the accounts. The obligations of this agreement shall continue even after Employee's separation from CPRD, whether voluntary or involuntary. It shall be a continuing obligation, even post employment, to cooperate for the purpose of turning over these materials.

Relief

The parties acknowledge that the right to post on behalf of CPRD is provided to a limited number of employees. The limited nature of this, and the development of followers are trade secrets that need to be protected. Damages would be hard to ascertain, and as a result, the parties agree that CPRD can seek injunctive relief either to comply with the obligations herein or refrain from posting after instructed not to do so by CPRD. If it is necessary to hire an attorney to enforce the provisions of this agreement, whether or not a trial occurs, the prevailing party shall be entitled to collect their costs and reasonable attorney's fees incurred herein and any expert fees including any data expert needed to understand, determine, and enforce the terms of this agreement, including at trial and on appeal.

Date _____

Signature _____