

LEAD GENERATION SERVICES AGREEMENT

Location: _____ Effective Date: _____

Parties:

Service Provider ("Provider") Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Client Name and Information:

Client Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Recitals:

WHEREAS, Provider is engaged in the business of generating qualified sales leads through various marketing and advertising methods; WHEREAS, Client desires to engage Provider to generate leads pursuant to the terms and conditions set forth herein; NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Lead Generation Services

Provider agrees to use commercially reasonable efforts to generate qualified leads for Client based on the criteria mutually agreed upon. The nature and scope of services will be detailed in an attached Schedule A.

2. Lead Ownership and Use

All leads generated pursuant to this Agreement shall be the sole and exclusive property of Client. Provider shall not use or disclose leads other than as permitted for the purpose of performing services hereunder.

3. Compensation

Client agrees to pay Provider fees as specified in Schedule B attached hereto. Payments shall be due within thirty (30) days of invoice receipt. Late payments shall bear interest at the maximum rate permitted by law.

4. Term and Termination

This Agreement shall commence upon execution and continue until terminated by either party with thirty (30) days prior written notice. Termination shall not affect obligations accrued prior to termination.

5. Confidentiality

Each party shall hold confidential and shall not disclose any proprietary or confidential information received from the other party except as necessary to perform this Agreement or as required by law.

6. Representations and Warranties

Each party represents and warrants that it has full legal authority to enter into this Agreement and perform its obligations. Provider represents that leads will be generated in compliance with all applicable laws and regulations.

7. Compliance with Laws

Provider shall comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the provision of lead generation services, including but not limited to telemarketing and data privacy laws.

8. Indemnification

Each party shall indemnify, defend, and hold harmless the other party and its affiliates from any and all claims, damages, liabilities, costs, and expenses arising out of or related to any breach of this Agreement or negligence.

9. Limitation of Liability

Neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, even if advised of the possibility thereof.

10. Independent Contractor

Provider is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the parties.

11. Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt to the addresses set forth above or to such other address as a party may designate by notice.

12. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, government action, labor disputes, or failures of third-party services.

13. Entire Agreement

This Agreement, including all attachments and schedules, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings relating to its subject matter.

14. Amendments

No modification or amendment of this Agreement shall be valid unless in writing and signed by both parties.

15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles. The parties consent to exclusive jurisdiction and venue in the state or federal courts located in _____ County, _____.

17. Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

18. Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

19. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together

shall constitute one and the same instrument. Electronic signatures shall be deemed as valid as original signatures.

20. Signatures

The parties have executed this Lead Generation Services Agreement as of the Effective Date.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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