

MARKETING SERVICES AGREEMENT

Location: _____ Contract Number: _____

CLIENT INFORMATION:

Company / Individual Name: _____

Contact Person: _____

Address: _____

Phone / Email: _____

AGENCY INFORMATION:

Agency Name: _____

Representative: _____

Address: _____

Phone / Email: _____

SERVICES TO BE PROVIDED:

Agency agrees to provide marketing services including but not limited to: market research, campaign creation, advertising placement, digital marketing, social media management, content creation, and performance analysis as detailed in the attached Schedule A.

TERM AND TERMINATION:

This Agreement shall commence upon execution and remain in effect until terminated by either party with thirty (30) days prior written notice. Either party may terminate this Agreement immediately for cause upon material breach by the other party, subject to cure within fifteen (15) days of written notice.

FEES AND PAYMENT TERMS:

Client agrees to pay Agency the fees described in Schedule B. Payment shall be due within thirty (30) days of invoice receipt. Late payments shall accrue interest at a rate of 1.5% per month or the maximum allowed by law, whichever is less.

INTELLECTUAL PROPERTY:

All materials created by Agency under this Agreement shall be considered 'Work Product'. Agency grants Client a non-exclusive, royalty-free license to use such Work Product for the purposes specified herein. Agency retains all other rights not expressly granted.

CONFIDENTIALITY:

Each party agrees to maintain confidential all non-public information disclosed by the other party, and to use such information solely for the purposes of performing under this Agreement. This obligation shall survive termination.

WARRANTIES AND REPRESENTATIONS:

Each party represents that it has full authority to enter into this Agreement. Agency warrants that services will be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED, AGENCY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO AGENCY UNDER THIS AGREEMENT.

INDEPENDENT CONTRACTOR STATUS:

Agency is an independent contractor and nothing herein shall be construed to create an employer-employee relationship, partnership, joint venture, or agency.

INDEMNIFICATION:

Each party agrees to indemnify and hold harmless the other party from any claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of the indemnifying party's breach of this Agreement or negligence.

GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of laws principles. Any disputes shall be resolved through binding arbitration in _____ County, _____, in accordance with the rules of the American Arbitration Association. THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY.

NOTICES:

All notices under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail (return receipt requested), or by nationally recognized overnight courier, to the addresses set forth above or such other address as either party may specify in writing.

ENTIRE AGREEMENT AND AMENDMENTS:

This Agreement, including all attachments and schedules, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations, whether oral or written. Amendments must be in writing and signed by both parties.

SIGNATURES:

CLIENT SIGNATURE

AGENCY SIGNATURE

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