

# Marketing Agency Contract

This Marketing Agency Agreement ("Agreement" hereinafter) is made and entered into as of \_\_\_\_\_, by and between the following parties;

The Agency

The Client

WHEREAS, the Client desires to engage the services of the Agency to provide certain marketing, branding, and promotional services in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, the Agency represents that it possesses the expertise, resources, and capacity to perform the services contemplated herein and is willing to undertake such engagement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the parties agree as follows:

## 1. Scope of Work

The Agency shall provide marketing services to the Client, which may include but are not limited to, brand strategy development, digital marketing campaigns, social media management, content creation, website optimization, search engine marketing (SEM), search engine optimization (SEO), paid advertising (including PPC), email marketing, and the preparation of marketing materials, data analytics and reporting, and related consulting services.

The precise tasks, deliverables, objectives, and deadlines shall be described in one or more Statement(s) of Work ("SOW") to be issued in writing and signed by both parties. Each SOW shall become an integral part of this Agreement and shall incorporate the terms herein by reference unless otherwise stated. The Agency shall perform the services with due care, diligence, and in accordance with professional industry standards.

The Client agrees to provide the Agency with all information, approvals, access, and cooperation reasonably required for the Agency to perform its obligations efficiently and effectively. Any delay or failure in the performance of services resulting from the Client's failure to provide such access or cooperation shall not be deemed a breach of this Agreement by the Agency.

## 2. Term and Termination of the Contract

This Agreement shall commence on the date first above written and shall continue for a period of \_\_\_\_\_ months, unless terminated earlier in accordance with this section. Upon expiration of the initial term, this Agreement may be renewed for successive periods by mutual written agreement of the parties.

Either party may terminate this Agreement without cause upon \_\_\_\_\_ days' prior written notice to the other party. In the event of termination by the Client without cause, the Client shall remain obligated to pay the Agency for all services rendered and approved expenses incurred up to the effective date of termination, and for any non-cancellable obligations the Agency has incurred on behalf of the Client.

Either party may terminate this Agreement immediately for cause by providing written notice to the other party if the other party materially breaches any provision of this Agreement and fails to cure such breach within \_\_\_\_\_ days of receiving written notice specifying the breach.

## 3. Compensation and Payment Terms

As consideration for the services rendered under this Agreement, the Client shall pay the Agency a fee as specified in the applicable SOW. The fee structure may consist of a fixed monthly retainer, milestone-based payments, hourly billing, or performance-based compensation, as agreed in each SOW.

All fees shall be invoiced on a monthly basis and shall be payable within \_\_\_\_\_ days of the invoice date, unless otherwise stated. Any amount not paid when due shall accrue interest at a rate of \_\_\_\_\_ per month, or the maximum rate permitted by law, whichever is lower, until paid in full.

The Client shall also reimburse the Agency for all pre-approved out-of-pocket expenses reasonably incurred in connection with the performance of the services, including but not limited to advertising placements, third-party software tools, production costs, printing, or travel. All such expenses shall be documented with receipts and invoiced monthly.

#### 4. Intellectual Property

All materials, content, designs, reports, data, and deliverables developed by the Agency specifically for the Client under this Agreement (the "Work Product") shall be deemed "work made for hire" to the extent permissible under applicable law, and ownership of all rights, title, and interest in the Work Product shall vest in the Client upon full and final payment of all fees due.

The Agency shall retain ownership of all pre-existing intellectual property and tools used in the course of providing the services, including templates, software, processes, and know-how. The Client shall receive a non-exclusive, non-transferable license to use such tools solely in connection with the use of the Work Product.

Nothing in this Agreement shall be construed to grant either party any rights, by license or otherwise, to any trademarks, trade names, or service marks of the other party without prior written consent.

#### 5. Confidentiality

Each party agrees to treat as confidential all information disclosed by the other party that is identified as confidential or that, under the circumstances, should reasonably be understood to be confidential, including but not limited to business plans, customer data, marketing strategies, pricing, technical information, and proprietary software or technology ("Confidential Information").

Neither party shall disclose or use any Confidential Information for any purpose other than as required to perform its obligations under this Agreement, except with the prior written consent of the disclosing party. These confidentiality obligations shall survive the termination of this Agreement for a period of three (3) years.

This obligation shall not apply to information which: (a) is or becomes generally known to the public without breach of this Agreement; (b) is independently developed without the use of Confidential Information; or (c) is disclosed pursuant to a court order or legal obligation, provided the receiving party gives prompt notice and cooperates with the disclosing party to seek protective measures.

## 6. Representation and Warranties

Each party represents and warrants that it has the full power and authority to enter into and perform this Agreement, and that its performance of this Agreement shall not violate any applicable law or any agreement to which it is a party.

The Agency warrants that the services provided will be performed in a professional and workmanlike manner in accordance with generally accepted industry practices. Except as expressly provided herein, the Agency makes no other warranties, express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose.

## 7. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement, negligence, or willful misconduct by the indemnifying party.

## 8. Limitation of Liability

In no event shall either party be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, revenue, or data, even if advised of the possibility of such damages. The total liability of either party for any claim arising out of or in connection with this Agreement shall not exceed the total fees paid by the Client to the Agency under this Agreement during the six (6) months preceding the event giving rise to the claim.

## 9. Force Majeure

Neither party shall be liable for any delay or failure in performance under this Agreement arising out of causes beyond its reasonable control, including but not limited to acts of God, acts of government, war, terrorism, natural disasters, labor disputes, or failures of suppliers, internet, or telecommunications systems, provided that the affected party promptly notifies the other of the force majeure event and resumes performance as soon as practicable.

## 10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved exclusively through binding arbitration under the rules of \_\_\_\_\_, and judgment on the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall take place in \_\_\_\_\_, and the language of the arbitration shall be English.

## 11. Miscellaneous

- This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings and agreements, whether written or oral. No modification or amendment shall be valid unless in writing and signed by both parties.
- Neither party may assign or transfer this Agreement without the prior written consent of the other party, except to a successor in interest to substantially all of its business or assets.
- No waiver of any provision of this Agreement shall be deemed a continuing waiver or a waiver of any other provision unless expressly stated in writing.
- If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Marketing Agency Agreement as of the date first above written.

The Agency

The Client

Name

Name

Date

Date

Signature

Signature



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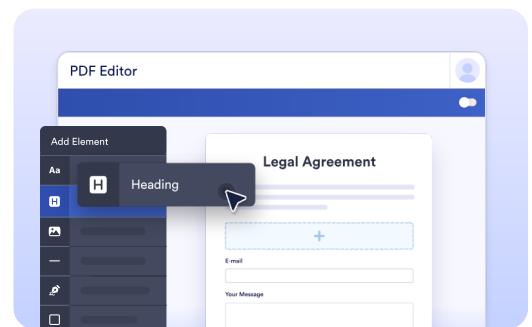
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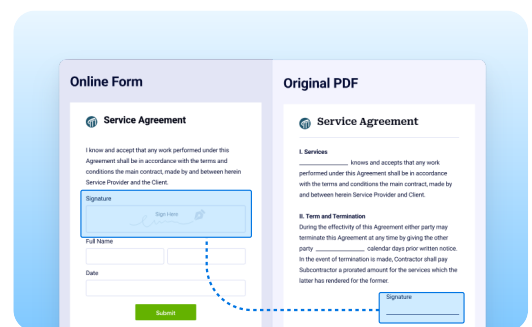
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