

ADVERTISING SERVICES AGREEMENT

Location: _____ Date: _____

Parties:

Advertiser Name: _____

Address: _____

Phone/Email: _____

Service Provider:

Company Name: _____

Address: _____

Phone/Email: _____

Advertising Details:

Media Type and Placement: _____

Ad Size and Format: _____

Run Dates or Campaign Duration: _____

Payment and Fees:

Total Fee: _____ USD

Payment Terms: _____

Clause 1 – Services Provided

Service Provider agrees to provide advertising services as detailed above to Advertiser in accordance with the terms of this Agreement. Service Provider shall execute the advertising campaign with professional skill and care.

Clause 2 – Term and Termination

This Agreement shall commence upon execution and continue for the duration of the advertising campaign unless terminated earlier by either party with written notice. Termination shall not relieve the Advertiser of any payment obligations for services rendered prior to termination.

Clause 3 – Advertiser’s Obligations

Advertiser shall provide all necessary materials, approvals, and information required for the campaign in a timely manner. Advertiser warrants that any content provided complies with all applicable laws and does not infringe on third-party rights.

Clause 4 – Intellectual Property

Advertiser retains ownership of its trademarks, copyrights, and other intellectual property. Service Provider shall use Advertiser’s intellectual property solely for the purposes of this Agreement and shall not use it for any other purpose without prior written consent.

Clause 5 – Payment Terms

Advertiser shall pay the Total Fee as specified, according to the Payment Terms. Late payments shall bear interest at the rate permitted by law. All payments are exclusive of taxes which are the responsibility of the Advertiser.

Clause 6 – Confidentiality

Each party agrees to keep confidential all non-public information disclosed by the other party in connection with this Agreement and to use such information solely to perform its obligations hereunder. This obligation shall survive termination of this Agreement.

Clause 7 – Warranties and Representations

Each party represents and warrants that it has full authority to enter into this Agreement and that its performance will not violate any agreements with third parties. Service Provider warrants to perform services in a professional manner.

Clause 8 – Indemnification

Advertiser shall indemnify and hold harmless Service Provider from any claims, damages, or expenses arising from Advertiser's content or breach of this Agreement. Service Provider shall indemnify Advertiser against claims resulting from Service Provider's gross negligence or willful misconduct.

Clause 9 – Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable for indirect, incidental, consequential, or punitive damages arising under this Agreement.

Clause 10 – Governing Law and Jurisdiction

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

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Any amendments must be in writing and signed by both parties.

Clause 12 – Notices

All notices under this Agreement must be in writing and shall be deemed delivered upon receipt when sent by hand, certified mail return receipt requested, nationally recognized overnight courier, or email with confirmation of transmission, to the addresses set forth above.

Clause 13 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor entity in connection with a merger or sale of substantially all assets.

Clause 14 – Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, government action, labor disputes, or natural disasters.

Clause 15 – Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

Clause 16 – Waiver

Failure or delay by either party in exercising any right or remedy under this Agreement shall not constitute a waiver thereof unless expressly stated in writing.

Clause 17 – 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. Signatures delivered electronically or by PDF shall be deemed originals.

SERVICE PROVIDER SIGNATURE

ADVERTISER SIGNATURE

Signature: _____

Signature: _____

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