

# MARKETING AGENCY SERVICES AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Parties:

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_

## Services Provided:

The Agency agrees to provide marketing, advertising, and promotional services as agreed upon by both parties, which may include digital marketing, content creation, social media management, search engine optimization, and other related activities.

## Term and Termination:

This Agreement shall commence on the Effective Date and continue until terminated by either party with thirty (30) days written notice. Termination shall not affect any obligations incurred prior to termination.

## Compensation:

The Client agrees to pay the Agency the fees specified in the attached Schedule of Fees. Payment terms will be net thirty (30) days from invoice date. Late payments may incur interest as allowed by law.

## Confidentiality:

Each party agrees to maintain the confidentiality of all proprietary or confidential information received from the other party during the term of this Agreement and not to disclose such information to any third party without prior written consent, except as required by law.

## Intellectual Property:

All intellectual property developed or provided by the Agency in connection with the services shall remain the property of the Agency unless otherwise agreed in writing. The Client is granted a non-exclusive, non-transferable license to use such materials for the purposes outlined in this Agreement.

## Warranties and Representations:

The Agency represents that it will perform services in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE AGENCY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Indemnification:**

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, liabilities, costs, or expenses arising out of a breach of this Agreement or the negligent or willful misconduct of the indemnifying party.

**Independent Contractor:**

The Agency shall perform all services under this Agreement as an independent contractor and nothing herein shall be construed to create a partnership, joint venture, or employer-employee relationship.

**Force Majeure:**

Neither party shall be liable for failure or delay in performing obligations due to causes beyond its reasonable control, including natural disasters, acts of government, war, or other force majeure events.

**Governing Law and Venue:**

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

**Dispute Resolution:**

In the event of any dispute arising under this Agreement, the parties shall first attempt to resolve the matter through good faith negotiation. If unresolved, the dispute shall be submitted to mediation before resorting to arbitration or litigation.

**Notices:**

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail return receipt requested, nationally recognized overnight courier, or by electronic means with confirmation, to the addresses set forth above or as otherwise designated in writing.

**Entire Agreement:**

This Agreement, including any exhibits or attachments hereto, constitutes the entire agreement between the parties, superseding all prior agreements or understandings, whether written or oral. Any amendments must be in writing and signed by both parties.

**Severability:**

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

**Waiver:**

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

**CLIENT SIGNATURE**

**AGENCY SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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