

MARKETING SERVICES AGREEMENT

Parties: _____

Service Provider Information:

Full Legal Name: _____

Business Address: _____

Contact Email / Phone: _____

Client Information:

Full Legal Name: _____

Business Address: _____

Contact Email / Phone: _____

Services to be Provided:

Service Provider agrees to create, implement, and manage marketing campaigns and related marketing services for Client as detailed in the attached Schedule A, which is incorporated herein by reference. Services may include content creation, digital advertising, social media management, SEO optimization, and other agreed marketing activities.

Term and Termination:

This Agreement shall commence upon execution by both parties and continue until terminated by either party upon thirty (30) days' written notice. Either party may terminate immediately for cause upon material breach by the other party that remains uncured after ten (10) days' written notice.

Compensation and Payment Terms:

Client agrees to pay Service Provider the fees set forth in Schedule B attached hereto and incorporated herein. Payments shall be made within fifteen (15) days of invoice receipt unless otherwise specified. Late payments may incur interest at the maximum rate permitted by law.

Confidentiality:

Both parties agree to maintain in strict confidence all confidential information disclosed during the term of this Agreement and not to disclose such information to any third party except as required by law or with prior written consent.

Intellectual Property Rights:

All intellectual property created by Service Provider in connection with the marketing services, including but not limited to content, designs, and materials, shall remain the sole property of Service Provider unless otherwise agreed in writing. Client is granted a non-exclusive license to use deliverables solely for its business operations.

Representations and Warranties:

Each party represents that it has the authority to enter into this Agreement and perform its obligations hereunder. Service Provider warrants that services will be performed in a professional and workmanlike manner consistent with industry standards.

Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party and its affiliates from and against any claims, liabilities, damages, losses, or expenses arising out of or relating to breach of this Agreement or negligent or willful misconduct.

Limitation of Liability:

Except for indemnification obligations or breaches of confidentiality, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of this Agreement, even if advised of the possibility thereof.

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, government restrictions, natural disasters, war, or labor disputes.

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 its conflict of law principles. The parties agree to attempt to resolve disputes amicably before pursuing binding arbitration or court action in the state or federal courts located in _____ County, _____.

Entire Agreement and Amendments:

This Agreement, including all attachments and schedules, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings. Any amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

Waiver:

Failure or delay by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other rights hereunder.

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 have the same force and effect as original signatures.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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