

Advertising Services Agreement

This Advertising Services Agreement ("Agreement") is entered into on [Date] (the "Effective Date") between **Northwind Traders** ("Client"), a retailer of fine foods, and **Trey Research** ("Agency"), an advertising agency. This Agreement outlines the terms and conditions under which Agency will provide advertising services to Client for the promotion of Côte de Blaye as part of the "April in Paris" promotion.

1. Services to Be Provided: Agency agrees to provide the following advertising services to Client:

1.1. Development and execution of an advertising campaign to promote Côte de Blaye during the "April in Paris" promotion, including but not limited to print and digital advertising, social media marketing, email marketing, and any other advertising channels deemed appropriate.

1.2. Development of creative materials, including advertisements, graphics, and other promotional content.

1.3. Media planning and buying services to ensure maximum exposure for the campaign.

2. Compensation: Client agrees to compensate Agency for the services as follows:

2.1. The total compensation for the advertising services will be determined based on a mutually agreed-upon budget and payment structure.

2.2. Payment Terms: a) An initial deposit of [Deposit Amount] is due upon the execution of this Agreement. b) The remaining balance will be invoiced and payable in installments as per the agreed payment schedule.

3. Campaign Timeline: The advertising campaign will be executed from [Start Date] to [End Date], as agreed upon by both parties.

4. Client's Responsibilities: Client agrees to cooperate with Agency in a timely manner and provide all necessary information, materials, and feedback as required for the successful execution of the advertising campaign.

5. Creative Ownership: Any creative materials developed by Agency, including advertisements, graphics, and promotional content, will be the intellectual property of Agency unless otherwise agreed in writing.

6. Confidentiality: Both parties agree to keep confidential any information and data obtained from the other party during the term of this Agreement.

7. Termination: This Agreement may be terminated by either party with written notice to the other party if the other party breaches a material term of this Agreement.

8. Limitation of Liability: In no event shall either party be liable to the other for any special, indirect, or consequential damages arising out of or in connection with this Agreement.

9. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

10. Entire Agreement: This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, whether oral or written.

11. Modification: This Agreement may only be modified in writing and signed by both parties.

12. Execution: This Agreement shall be deemed effective as of the Effective Date.

Client: Northwind Traders

Signature: _____ Name: [Client's Name] Title: [Client's Title] Date: [Date]

Agency: Trey Research

Signature: _____ Name: [Agency's Name] Title: [Agency's Title] Date: [Date]

By signing below, the parties acknowledge and agree to the terms and conditions of this Advertising Services Agreement.

[Add signature lines for both Client and Agency]

