

## CONTRACT BETWEEN NORTHWIND TRADERS AND TREY RESEARCH

### PARTIES:

This contract ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, **20**, between Northwind Traders, a retailer of fine foods, with its principal place of business at [Address], hereinafter referred to as "Northwind Traders," and Trey Research, an advertising agency, with its principal place of business at [Address], hereinafter referred to as "Trey Research."

### AGREEMENT:

#### 1. Scope of Work:

- Trey Research agrees to provide advertising services to Northwind Traders for their Swiss Cheese Day promotion. The primary focus of the campaign will be the promotion of delicious Raclette Courdavault, a Swiss cheese product.

#### 2. Campaign Details:

- The campaign shall include but not be limited to the following components:
  - Development of creative advertising materials (e.g., banners, social media posts, flyers, videos, etc.).
  - Execution and management of online and offline advertising, including, but not limited to, social media, print media, and email marketing.
  - Monitoring and reporting on the performance of the ad campaign.
  - Budget allocation and management.

#### 3. Payment:

- Northwind Traders agrees to compensate Trey Research for their services as follows:
  - The total cost of the ad campaign shall be \$\_\_\_\_\_ (USD). Payment shall be made in installments as follows:
    - A non-refundable retainer of \$\_\_\_\_\_ (USD) due upon the signing of this contract.
    - \_\_\_\_% of the remaining balance due within 30 days of campaign initiation.

- \_\_\_\_% of the remaining balance due within 30 days of campaign completion.

- Any additional expenses incurred by Trey Research on behalf of Northwind Traders, such as advertising platform fees, will be reimbursed by Northwind Traders upon presentation of receipts or invoices.

#### **4. Campaign Schedule:**

- The campaign shall commence on [Start Date] and shall conclude on [End Date]. Any changes to the schedule will be mutually agreed upon in writing.

#### **5. Intellectual Property:**

- Any intellectual property developed during the course of this campaign, including but not limited to creative materials and advertisements, shall become the property of Northwind Traders upon receipt of full payment.

#### **6. Confidentiality:**

- Both parties agree to keep all information exchanged during the course of this Contract confidential. This includes, but is not limited to, marketing strategies, business plans, and financial information.

#### **7. Termination:**

- This Contract may be terminated by either party upon written notice if the other party breaches any material term or condition of this Contract.

#### **8. Governing Law:**

- This Contract shall be governed by and construed in accordance with the laws of the state of [State], without regard to its conflict of laws principles.

#### **9. Entire Agreement:**

- This Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties.

#### **10. Execution:**

- This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day and year first above written.

**Northwind Traders**

Signature: \_\_\_\_\_ Name: [Your Name] Title: [Your Title] Date: \_\_\_\_\_

**Trey Research**

Signature: \_\_\_\_\_ Name: [Trey Research Representative] Title: [Title of Trey Research Representative] Date: \_\_\_\_\_