

Agreement to Provide Marketing and Communications Products and Services

This Agreement made on the _____ (date), between _____ (Name of Contractor), a corporation organized and existing under the laws of the state of _____, with its principal office located at _____ (street address, city, county, state, zip code), referred to herein as **Contractor**, and _____ (Name of Client), a corporation organized and existing under the laws of the state of _____, with its principal office located at _____ (street address, city, county, state, zip code), referred to herein as **Client**.

Whereas, *Client* is undertaking certain activities necessary for the implementation of a new communications and marketing system for its _____ (type of business); and

Client desires to engage *Contractor* to render certain advice and assistance in connection with the implementation and use of such system.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services

Contractor shall perform all the necessary services provided under this contract in connection with and respecting the implementation of a new communications and marketing system for *Client*. *Contractor* shall do, perform, and carry out, in a satisfactory and proper manner, as determined by *Client*, the following:

A. (Specify the character and extent of the services to be performed by Contractor in sufficient detail to preclude questions as to the scope of the services covered by the contract) _____

_____ ;

B. (State the extent and character of any tests, studies, and analyses to be made and, where appropriate, the method to be employed in the collection of the data, and the sources of information prescribed to be used) _____

_____ ; and

C. (Identify and specify the types of any designs, drawings, estimates, tabulations, reports, recommendations, or other documents to be prepared, indicating the number of copies of any such documents to be submitted) _____

2. Time of Performance and Renewal

The services of *Contractor* are to commence on _____
(*date*), and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. This contract shall expire on (*e.g., one year from date*) _____, but shall renew for an additional (*e.g., one year*) _____ period unless notice of termination is given by the terminating party (*e.g., sixty*) _____ days before such automatic renewal.

3. Compensation

A. *Client* shall pay to *Contractor* a fee of \$ _____, upon execution of this agreement, and a monthly fee of \$ _____ for the duration of this agreement, with such payment to be made on or before the (*e.g., tenth*) _____ day of each month beginning _____ (*date*).

B. In addition to the compensation provided above, *Client* shall reimburse *Contractor*, on a monthly basis for travel and subsistence expenses in connection with the performance of duties under this contract outside _____
(*city or other geographical area*) as follows:

1. The actual cost of transportation by common carrier; or _____ cents per mile if the travel is performed by privately owned automobile,
2. It is agreed that in no event shall the reimbursement, if any, to be paid under the contract exceed the maximum of \$ _____ per
(*e.g., month*) _____.

4. Termination

A. If, through any cause, *Contractor* shall fail to fulfill in a timely and proper manner any obligations under this contract, or if *Contractor* shall violate any of the covenants, agreements, or stipulations of this contract, *Client* shall have the right to terminate this contract by giving written notice to *Contractor* of such termination and specifying the effective date of termination, at least _____ days before the effective date.

B. In addition, *Client* may terminate this contract for its convenience at any time by (*e.g., sixty day*) _____ written notice from *Client* to *Contractor*. If the contract is so terminated by *Client*, *Contractor* shall be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services of *Contractor* covered by this contract, less payments of compensation previously made.

5. Changes in Scope of Services

Client, from time to time, may request changes in the scope of the services of *Contractor* to be performed under this contract. Such changes, including any increase or decrease in the

amount of *Contractor's* compensation, as are mutually agreed on between *Client* and *Contractor*, shall be incorporated in written amendments to this contract.

6. Intellectual Property Rights

All programs, written, or electronically stored materials or ideas made, generated, written, conceived, or originated by *Contractor*, or on behalf of *Contractor*, in connection with the services or obligations to be performed under this agreement (including, but not limited to, any computer software and hardware, computer source code, technology, and other materials, including all intellectual property and proprietary rights developed in connection with the services rendered pursuant to this agreement, shall be the sole and exclusive property of *Contractor*.

7. Assignments

Contractor shall not assign any interest in this contract, and shall not transfer any interest in the contract, whether by assignment or novation, without the prior written approval of *Client*.

8. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

10. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

11. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

12. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

WITNESS our signatures as of the day and date first above stated.

(Name of Contractor)

(Name of Client)

By: _____
(Printed or typed name)

By: _____
(Printed or typed name)

(Name and Office in Corporation)

(Name and Office in Corporation)