

Marketing Services Agreement

This Marketing Services Agreement ("Agreement") is entered into _____ (the "**Effective Date**")
by and between _____ (the "**Client**") located at
_____ and _____ (the
"**Marketer**") located at _____, individually referred to as "**Party**", and
collectively the "**Parties**".

WHEREAS, the Client is in need of marketing services; and

WHEREAS, the Marketer has the ability to provide such services;

IN CONSIDERATION of, the mutual promises, covenants, and conditions contained herein, the Parties agree
as follows:

1. Services. The Client hires the Marketer to perform the following marketing services (the "**Services**"):

- 1.1. _____

- 1.2. _____

- 1.3. _____

2. Fees. The Client agrees to pay the Marketer the following fee for the Marketer's performance of the
Services. Payment shall be made in accordance with the schedule set forth below.

Total Cost of the Services: _____

Amount Due Upon Execution of Agreement: _____

Amount Due Upon Completion of Services: _____

3. Expenses and Payment.

3.1. Expenses: The Marketer may incur expenses that are not included in the fee for the Services. The Marketer will keep an accurate record of expenses incurred as part of performance of the Services. The Marketer shall submit an invoice to the Client for these expenses, along with receipts, every _____ days/upon completion of the Services.

3.2. Expense Approval.

_____ Any single expense over \$_____ shall require the Client approval in writing prior to payment of the expense.

_____ All expenses shall require the Client approval in writing prior to payment of the expense.

3.3. Payment. Invoiced amounts must be paid within _____ days of receipt of the invoice. Payments shall be made by electronic payment/check/money order. Payments shall be issued as follows:

4. Term and Termination.

4.1. The term of this Agreement is _____, commencing upon the Effective Date as stated above.

4.2. This Agreement may be terminated at any time by either Party upon written notice to the other Party. The Client will be responsible for payment of all Services performed up to the date of termination, except for in the case of Contractor's breach of this Agreement, where Contractor fails to cure such breach upon reasonable notice.

5. Confidentiality. During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Marketer in order for the Marketer to complete the Services. The Marketer will not share any of this proprietary information at any time. The Marketer also will not use any of this proprietary information for the Marketer's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.

6. Relationship of the Parties.

- 6.1. No Exclusivity:** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties.
- 6.2. Independent Contractors.** The Parties agree that the Marketer is providing the Services under this Agreement and acting as an Independent Contractor and not as an employee. This Agreement does not create a partnership, joint venture, or any other fiduciary relationship between the Client and the Marketer.
- 7. Ownership Rights.** The Client continues to own any and all proprietary information it shares with the Marketer during the term of this Agreement for the purposes of the Project. The Marketer has no rights to this proprietary information and may not use it except to complete the Services. Upon completion of the Agreement, the Client will own the final marketing services. While the Marketer will customize the Client's marketing materials to the Client's specifications, the Client recognizes that marketing materials generally have a common structure and basis. The Marketer continues to own any and all template designs it may have created prior to this Agreement. The Marketer will further own any template designs it may create as a result of this Agreement.
- 8. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
- 9. Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.
- 10. Assignment.** Neither Party may assign its rights and/or obligations under this Agreement.
- 11. Dispute Resolution.**
- 11.1. Choice of Law.** The Parties agree that this Agreement shall be governed by the State and/or Country in which the duties of this employment Agreement are expected to take place. In the event that the duties of this Agreement are to take place in multiple States and/or Countries, this Agreement shall be governed by _____ law.
- 11.2. Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- 11.3. Mediation/Arbitration:** If the dispute cannot be resolved through good faith negotiation, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.
- 11.4. Attorney's Fees.** In the event of Arbitration and/or Mediation, the prevailing Party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

12. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.
13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.
14. **Notices.** All notices under this Agreement must be sent by e-email with return receipt requested or certified or registered mail with return receipt requested.

All Notices shall be sent as follows:

Client

Marketer

[Remainder of this page intentionally left blank. Signature page follows.]

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Client

Signed: _____

Name: _____

Date: _____

Marketer

Signed: _____

Name: _____

Date: _____