

# ADVERTISING SERVICES AGREEMENT

Location: \_\_\_\_\_ Contract No.: \_\_\_\_\_

## **PARTIES:**

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## **AGENCY:**

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## **SERVICES TO BE PROVIDED:**

The Agency agrees to provide advertising and marketing services for the Client, including but not limited to digital marketing, social media management, content creation, media buying, and campaign analytics, as detailed in the attached Schedule A (Services Description). The Agency shall perform services in a professional and timely manner consistent with industry standards.

## **TERM OF AGREEMENT:**

This Agreement shall commence on the effective date of mutual execution and continue until terminated by either party with thirty (30) days written notice. Any services performed prior to termination will be compensated as specified herein.

## **COMPENSATION AND PAYMENT TERMS:**

Client agrees to pay Agency fees as detailed in Schedule B (Fee Schedule). Payments shall be made within thirty (30) days of invoice receipt. Late payments shall bear interest at 1.5% per month or the maximum permitted by law, whichever is less.

## **CLIENT RESPONSIBILITIES:**

Client shall provide timely access to necessary information, materials, and approvals required for Agency to perform the services. Client is responsible for the accuracy and legality of all content provided.

## **INTELLECTUAL PROPERTY:**

All original creative works produced by Agency under this Agreement shall be considered 'works made for hire' and Client shall own all intellectual property rights therein upon full payment. Agency retains the right to use work for portfolio and marketing purposes unless otherwise agreed.

## **CONFIDENTIALITY:**

Each party agrees to maintain the confidentiality of proprietary information disclosed during the term of this Agreement and to use such information solely for purposes of performing obligations hereunder.

**WARRANTIES AND REPRESENTATIONS:**

Each party represents that it has the full power and authority to enter into this Agreement and that performance will not violate any other agreement. Agency warrants that services shall be performed in a professional manner consistent with industry standards.

**LIMITATION OF LIABILITY:**

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement.

**INDEMNIFICATION:**

Each party agrees to indemnify and hold harmless the other, its affiliates and employees, from and against any claims, damages, liabilities, costs, and expenses arising from breach of representations, warranties, or obligations under this Agreement.

**TERMINATION:**

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure such breach within fifteen (15) days of receipt of notice. Upon termination, Client shall pay for all services rendered through the termination date.

**GOVERNING LAW AND VENUE:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflicts of law principles. Any disputes shall be resolved in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**ENTIRE AGREEMENT:**

This Agreement, including any attached Schedules, constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings. Amendments must be in writing and signed by both parties.

**NOTICES:**

All notices under this Agreement shall be in writing and deemed duly given when delivered by hand, certified mail, nationally recognized overnight courier, or electronic mail (with confirmation) to the addresses provided by the parties.

**SEVERABILITY:**

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect and shall be interpreted so as to best effectuate the original intent of the parties.

**WAIVER:**

No waiver of any breach or default shall be deemed a waiver of any preceding or subsequent breach or default. All waivers must be in writing.

**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 be deemed to have the same legal effect as original signatures.

**CLIENT SIGNATURE**

**AGENCY SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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