

AGENCY PROPOSAL AGREEMENT

Proposal Number: _____ Date: _____

Agency Details:

Agency Name: _____

Authorized Representative: _____

Address: _____

Phone/Email: _____

Client Details:

Client Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Proposal Overview:

This Proposal Agreement ("Agreement") sets forth the terms and conditions under which the Agency will perform professional services for the Client as described herein. The Agency agrees to provide services with due diligence, skill, and care consistent with industry standards and applicable laws.

Scope of Services:

The Agency shall provide the following services: marketing strategy development, advertising campaign management, client consultation, creative design and production, digital marketing, social media management, and performance analytics. Specific deliverables and timelines are detailed in the attached Schedule A.

Fees and Payment Terms:

Client agrees to pay the Agency the fees outlined in Schedule B attached hereto. Payment shall be due within thirty (30) days of invoice receipt. Late payments may incur interest at the lesser of 1.5% per month or the maximum rate permitted by law. All fees are exclusive of applicable taxes, which will be added as required by law.

Term and Termination:

This Agreement shall commence upon execution by both parties and continue until completion of services or termination by either party upon thirty (30) days' written notice. Termination shall not relieve Client of obligation to pay for services performed and costs incurred prior to termination.

Confidentiality:

Each party agrees to maintain the confidentiality of proprietary information received from the other party during the term of this Agreement and thereafter. Confidential information shall not include information which is or becomes

publicly known without breach of this Agreement or is lawfully received from a third party.

Intellectual Property Rights:

Agency retains all intellectual property rights in any work product created prior to or independently of this Agreement. Upon full payment, Client is granted a non-exclusive, non-transferable license to use the deliverables for the purposes specified herein. Any unauthorized use is prohibited.

Indemnification:

Each party shall indemnify, defend and hold harmless the other party from any claims, damages, liabilities, and expenses arising from any breach of this Agreement or negligence. This obligation shall survive termination.

Limitation of Liability:

Neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits or business interruption, even if advised of the possibility of such damages. The total liability under this Agreement shall not exceed the fees paid by Client.

Governing Law and Dispute Resolution:

This Agreement shall be governed by the laws of the United States and the State of _____, without regard to conflict of law principles. Any disputes arising under or related to this Agreement shall be resolved exclusively in the state or federal courts located in _____ County, _____.

Force Majeure:

Neither party shall be liable for delays or non-performance due to causes beyond reasonable control, including natural disasters, acts of government, labor disputes, or other circumstances commonly recognized as force majeure events.

Entire Agreement and Amendments:

This Agreement, including all attached Schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements. Amendments must be in writing and signed by authorized representatives of both parties.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the extent necessary to effectuate the parties' intent.

Notices:

All notices under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or email with confirmation, addressed to the parties at the contact information set forth above or as otherwise specified.

AGENCY AUTHORIZED SIGNATURE

Signature: _____

Name: _____

Title: _____

CLIENT AUTHORIZED SIGNATURE

Signature: _____

Name: _____

Title: _____

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