

# LANCE PUBLIC RELATIONS SERVICES AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Client (Recipient of Services): \_\_\_\_\_

Agency (Service Provider): Lance Public Relations

## 1. Scope of Services

Agency agrees to provide public relations, media outreach, press release distribution, and related communication services (the "Services") as requested by Client and outlined in Schedule A attached hereto. Agency shall use commercially reasonable efforts to promote Client's interests and manage media relations in accordance with industry standards.

## 2. Term

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party upon thirty (30) days' prior written notice. No specific end date is established herein.

## 3. Compensation

Client agrees to pay Agency the fees set forth in Schedule B. Unless otherwise stated, payments are due within fifteen (15) days of invoice receipt. Late payments may incur interest at the maximum rate permitted by law. Agency is entitled to reimbursement for pre-approved expenses incurred in connection with providing Services.

## 4. Client Responsibilities

Client shall provide Agency with timely access to necessary information, materials, and approvals to enable performance of the Services. Client represents that all information provided is accurate and that Client holds all rights necessary to authorize Agency's use and dissemination of materials.

## 5. Confidentiality

Each party agrees to maintain the confidentiality of all proprietary or confidential information disclosed by the other party in connection with this Agreement and to use such information solely for performance under this Agreement. This obligation shall survive termination of this Agreement.

## 6. Intellectual Property

All materials created by Agency pursuant to this Agreement shall be considered 'work made for hire' and shall be owned exclusively by Client upon full payment. Agency retains the right to use such materials for portfolio purposes unless otherwise agreed in writing.

## 7. Warranties and Representations

Agency warrants that it will perform Services in a professional and workmanlike manner consistent with industry standards. Except as expressly stated in this Agreement, Agency makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

#### **8. Limitation of Liability**

Except for damages resulting from Agency's gross negligence or willful misconduct, neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility thereof.

#### **9. Termination**

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Upon termination, Client shall pay Agency for all Services rendered and approved expenses incurred up to the date of termination.

#### **10. Independent Contractor**

Agency is and shall remain an independent contractor and not an employee, partner, or joint venturer of Client. Agency has no authority to bind or obligate Client in any manner except as expressly authorized in writing.

#### **11. Governing Law and Venue**

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

#### **12. Entire Agreement**

This Agreement, including all Schedules and attachments hereto, constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior negotiations, communications, and agreements, whether oral or written. No amendment or modification shall be effective unless in writing signed by both parties.

#### **13. Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic mail with confirmation of receipt, to the addresses provided by the parties.

#### **14. Severability**

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#### **15. Waiver**

Failure or delay by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or the right to enforce it at a later time.

**16. Force Majeure**

Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including but not limited to acts of God, government actions, labor disputes, or other unforeseeable events.

**17. Counterparts and Electronic Signatures**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures shall be considered valid and binding for all purposes.

**CLIENT SIGNATURE**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**AGENCY SIGNATURE**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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