

MARKETING SERVICES AGREEMENT

Location: _____ Date: _____

Parties:

Client Name: _____

Client Address: _____

Service Provider Name: _____

Service Provider Address: _____

Recitals:

WHEREAS, Client desires to obtain marketing services as described herein; and WHEREAS, Service Provider has the expertise and agrees to provide such services under the terms of this Agreement.

1. Services Provided:

Service Provider agrees to provide marketing services as detailed in Exhibit A attached hereto and incorporated herein by reference. Services may include, but are not limited to, advertising, digital marketing, social media management, and content creation.

2. Term and Termination:

This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days written notice. Termination shall not affect any obligations or liabilities accrued prior to termination.

3. Compensation:

Client agrees to pay Service Provider as set forth in Exhibit B. Payment terms, invoicing, and expenses shall be governed by this Agreement and the exhibits attached.

4. Confidentiality:

Each party agrees to maintain the confidentiality of proprietary information disclosed during the term of this Agreement, not to disclose such information to any third party without prior written consent, and to use such information solely for purposes of performing obligations under this Agreement.

5. Intellectual Property:

Unless otherwise agreed in writing, all intellectual property developed by Service Provider in connection with the Services shall be the exclusive property of Client upon full payment. Service Provider retains the right to use any general knowledge, skills, and experience gained during the performance of the Services.

6. Representations and Warranties:

Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations. Service Provider warrants that services will be performed in a professional and workmanlike manner consistent with industry standards.

7. Indemnification:

Service Provider shall indemnify and hold harmless Client from any claims, damages, liabilities, or expenses arising out of Service Provider's gross negligence or willful misconduct in the performance of Services.

8. Limitation of Liability:

In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages, or lost profits, even if advised of the possibility of such damages.

9. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

10. Dispute Resolution:

The parties agree to first attempt to resolve any dispute arising under this Agreement through good faith negotiation. If unresolved, disputes shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

11. Independent Contractor:

Service Provider is an independent contractor and nothing contained herein shall be construed to create a partnership, joint venture, or agency relationship.

12. Notices:

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

13. Entire Agreement:

This Agreement, including any exhibits or attachments, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

14. Amendments:

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

15. Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Waiver:

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

17. Force Majeure:

Neither party shall be liable for delays or failure to perform due to causes beyond its reasonable control, including acts of God, government restrictions, natural disasters, or other unforeseeable events.

18. Counterparts:

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.

19. Authorization:

Each party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to do so.

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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