

PUBLIC RELATIONS (PR) CONSULTING AGREEMENT

This **Public Relations (PR) Consulting Agreement (the "Agreement")** is entered into on _____ of _____ 20____ (the "Effective Date") by and between [CLIENT NAME], with a mailing address of [CLIENT ADDRESS] (the "Client"), and [CONSULTANT NAME], with a mailing address of [CONSULTANT ADDRESS] (the "Consultant").

Each is identified as **Party** and collectively as "**Parties**"

Scope of Work

1. The Client hereby engages the Consultant to provide public relations consulting services as outlined in the attached Scope of Work (the "Work") attached as Schedule A. The Work shall be completed by the Consultant in a timely and professional manner.

Compensation

2. The Client shall pay the Consultant a fee of [FEE AMOUNT] for the Work to be completed. The payment shall be made in full within [TIME PERIOD] days of the Effective Date. The Consultant will provide an invoice for the amount due upon completion of the Work.

Confidentiality

3. The Consultant acknowledges that during the course of the Work, they may be exposed to confidential information of the Client. The Consultant agrees to keep such information confidential and not to disclose any confidential information to any third party without the prior written consent of the Client.

Ownership of Materials

4. All materials produced by the Consultant as part of the Work shall become the property of the Client upon payment in full for the Work.

Term and Termination

5. This Agreement shall commence on the Effective Date and shall continue until the completion of the Work, unless terminated earlier by either party in writing for a material breach or insolvency of the other party. Upon termination, the Consultant shall be paid for all work completed prior to the termination.

Independent Contractor

6. The Consultant is an independent contractor and nothing contained in this Agreement shall be construed to create an employment, agency, partnership or joint venture relationship between the parties.

Representations and Warranties

7. The Consultant represents and warrants to the Client that (a) the Work will be performed in a professional and workmanlike manner, (b) the Work will not infringe upon any intellectual property rights or other rights of any third party, (c) the Consultant has the necessary skills, expertise, and resources to perform the Work, and (d) the Consultant is duly licensed, authorized, and qualified to provide the services under this Agreement.

Indemnification

8. The Consultant agrees to indemnify and hold harmless the Client, its officers, directors, employees, and agents from any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Work, any breach of this Agreement by the Consultant, or any infringement of intellectual property rights or other rights of any third party.

Non-Solicitation

9. During the term of this Agreement and for a period of 12 months following the termination of this Agreement, the Consultant agrees not to solicit, directly or indirectly, any of the Client's employees, clients, or customers for the purpose of offering them services that compete with the Client.

Insurance

10. The Consultant agrees to maintain, at its own expense, insurance coverage for general liability, errors and omissions, and any other insurance required by law or deemed necessary by the Client.

Independent Review

11. The Consultant acknowledges that they have had the opportunity to review this Agreement with their own legal counsel and have had any questions or concerns addressed before signing.

Notices

12. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or mailed by registered or certified mail, postage prepaid, to the addresses set forth in the preamble of this Agreement.

Modification and Waiver

13. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Any waiver of any provision of this Agreement shall not be construed as a waiver of any other provision or of the same provision in the future.

Governing Law and Jurisdiction

14. This Agreement shall be governed by and construed in accordance with the laws of the State of _____ and any legal action arising out of or in connection with this Agreement shall be brought in the courts of the State of _____

Entire Agreement

15. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

[Consultant name]

Signature: _____ **Date** _____

Name: _____

Title: _____

[Client Name]

Signature: _____ **Date** _____

Name: _____

Title: _____