

PROFESSIONAL MARKETING AGREEMENT

This **Professional Marketing Agreement ("Agreement")** is made this day _____ 20: _____ by and between

1. PARTIES.

Client

Name of Client: _____

Mailing address: _____

hereinafter referred to as "**Client**", and

Marketer

Name of Marketer: _____

Mailing address: _____

hereinafter referred to as "**Marketer**"

The Client and Marketer are referred to herein as the "Parties" and agree as follows:

2. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Marketing Firm will provide marketing services to Client.

3. Scope of Services.

Marketing Firm shall provide the following marketing services to Client: [Insert Detailed Description of Services].

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

4. Term.

This Agreement shall commence on [Insert Start Date] and shall continue until [Insert End Date], unless otherwise terminated as provided herein.

5. Compensation.

In consideration of the services to be performed by Marketing Firm under this Agreement, Client shall pay Marketing Firm [Insert Payment Amount] per:

- Hour. \$_____/hour.
- Job. \$_____ for the completion of the Services.
- Commission. ____% commission based on _____.
- Other. _____.

According to the following schedule (tick as applicable)

- On a weekly monthly quarterly basis beginning on _____, 20____.
- At completion of the Services performed.
- Upon the Client receiving an Invoice from the Marketing firm
- Other. _____.

6. Expenses.

Marketing Firm shall be responsible for all reasonable and necessary expenses incurred in connection with the performance of its services under this Agreement. Client shall reimburse Marketing Firm for such expenses within [Insert Reimbursement Time Period] of receipt of an invoice from Marketing Firm.

7. Confidentiality.

Marketing Firm shall keep confidential and shall not disclose to any third party any confidential information of Client, including but not limited to trade secrets, business plans, and financial information.

8. Termination.

Either party may terminate this Agreement at any time for the following reasons and condition:

- a. In the event that a Party breaches a provision in this Agreement without amending it within _____days

b. At any given time upon written notice to the other party _____ days before the termination of the Agreement.

c. Upon completion of the marketing services

Upon termination, Marketing Firm shall promptly return all confidential information of Client in its possession.

Representations and Warranties.

Marketing Firm represents and warrants that it has the full right and authority to enter into this Agreement and to perform its obligations hereunder.

9. Parties' Relationship

- By signing, the Parties acknowledge that the Marketer in this Agreement is an independent contractor because he or she performs the services required by this Agreement and does so independently.
- Under no circumstances shall the Marketer be regarded as an employee.
- There is no new partnership between the Parties as a result of this Agreement.
- This agreement is not built on the concept of exclusivity. The Parties are therefore free to make additional agreements with other parties.

10. Indemnification.

Marketing Firm shall indemnify, defend, and hold harmless Client from any and all claims, demands, damages, and expenses, including reasonable attorneys' fees, arising from or in connection with the performance of its services under this Agreement.

11. Exclusivity of Ownership

As long as it is necessary for the performance of the Services outlined in this Agreement, the Parties acknowledge and agree that all products produced by the Marketer will continue to be the Client's sole property.

12. Intellectual Property

The Marketer acknowledges that any intellectual property given by the Client to him or her, including (but not limited to) copyrights, patents, trade secret rights, and other intellectual property rights connected to any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information, or trade secrets, shall remain the sole property of the Client.

Upon the expiration of this Agreement, the Marketer will cease using such intellectual property.

13. Limitation of Liability

In no event will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or connected with this Agreement or the transactions it contemplates (including breach of contract, tort, negligence, or other form of action) unless such damage is a direct result of the negligence or breach of either party..

14. Dispute Resolution.

Any disputes arising under or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.

15. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the _____,

16. Entire Agreement.

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

17. Amendments.

This Agreement may only be amended in writing signed by both parties.

18. Assignment.

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

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

MARKETER Name: _____

Client Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____