

MARKETING SERVICES CONTRACT

This **Marketing Services Contract ('Agreement')** is made on _____ 20 ____ between [Client Name], with a mailing address of [Client Address], and [Service Provider Name], with a mailing address of [Service Provider Address].

Hereinafter referred to collectively as the **'Parties'**

1. Purpose of Agreement

The purpose of this agreement is to engage [Service Provider Name] to provide marketing services to [Client Name].

2. Scope of Services

[Service Provider Name] agrees to provide the following marketing services to [Client Name]:

[Insert a detailed description of the marketing services to be provided. This can include services such as market research, advertising, PR, and event planning.]

3. Term of Agreement

This agreement shall commence on [Insert Start Date] and shall continue until [Insert End Date] or until terminated by either party upon written notice.

4. Compensation

[Client Name] agrees to pay [Service Provider Name] the amount of [Insert Compensation Amount] for the services provided under this agreement. The compensation shall be paid: (Select as applicable)

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

5. Payment Schedule:.

[Service provider name] shall be paid, in accordance with section 4: (select one)

- On a weekly monthly quarterly basis beginning on _____, 20____.

- At completion of the Services performed.
- Upon the Client receiving an Invoice from the Service provider
- Other. _____.

6. Confidentiality

[Service Provider Name] agrees to maintain the confidentiality of all information provided by [Client Name]. [Service Provider Name] shall not disclose any confidential information to third parties without the prior written consent of [Client Name].

7. Intellectual Property

All intellectual property created by [Service Provider Name] in the performance of this agreement shall be the property of [Client Name].

8. Warranties and Representations

[Service Provider Name] represents and warrants that it has the necessary skills, experience, and qualifications to perform the services described in this agreement.

9. Indemnification

[Service Provider Name] shall indemnify and hold [Client Name] harmless from any and all claims, damages, and expenses arising from the services provided under this agreement.

10. Termination

Either party may terminate this agreement at any time upon written notice to the other party.

11. Governing Law

This agreement shall be governed by the laws of the [Insert State or Province].

12. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

13. Amendments

This agreement may be amended or modified only by a written instrument executed by both parties.

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

Service provider's Signature _____ **Date** _____

Print Name _____

Company Name (if applicable) _____

Client's Signature _____ **Date** _____

Print Name _____

Company Name (if applicable) _____