



PROPOSAL KIT SAMPLE

SAMPLE CONTRACT PACK DOCUMENT

Scroll down to read the first part of this sample contract document. When purchased, the complete contract is included in an editable Word format.

When purchased, the Proposal Kit Professional or Contract Pack will also include many related documents many of which are designed to work together.

For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

Also see this article for proposal and contract writing best practices:



<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

[Click here to purchase Contract Pack](#)

ADVERTISING / MARKETING AGENCY AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Agency") and <<CustCompany>> ("Customer").

Recitals

- A. Agency is in the business of providing marketing and advertising services for a fee.
- B. Customer desires to have Agency render certain marketing and advertising services (the "Services") as set forth in Exhibit B.
- C. Agency desires to render certain marketing and advertising services as set forth in Exhibit B.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Agency hereby agree as follows:

1. Engagement of Services.

Agency agrees to render to Customer services in connection with the planning, preparing and creation of marketing services for Customer as follows:

- a) Provide consulting services to Customer in the form of an analysis of Customer's current products, goods or services as it relates to Customer's present and/or target markets.
- b) Develop advertising ideas and creative content for Customer for approval for use in future marketing programs.
- c) Prepare estimates of costs and expenses associated with idea and content development and present them to Customer for approval.
- d) Design, contract or otherwise arrange for the preparation of creative

Customer Initials _____ Agency Initials _____

content, advertising, campaign management and other related services.

- e) Execute advertising and marketing services as agreed upon in Exhibit B.
- f) Provide proofing services on behalf of Customer in order to check for accuracy, completeness, adherence to specifications and Customer branding in all forms of contracted advertising that Agency handles on behalf of Customer.
- g) Audit all invoices and expenses provided by third-party to ensure accuracy.
- h) Provide other such services as Customer may request from time to time such as content creation, assistance to Customer's staff and employees, market research, analysis or additional project consulting.

2. Specifications.

Agency agrees to develop the advertising and consulting services pursuant to the specifications set forth in Exhibit B attached hereto (the "Specifications").

3. Services Completion.

Agency will use reasonable diligence in the development of the Advertising and Marketing Services and endeavor to deliver to Customer all agreed upon specifications (or "Milestones") outlined in Exhibit B no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline, and the other payment milestones listed in Exhibit A, are estimates, and are not required delivery dates. Agency will be retaining all creative source code, original works, files, digital media and other intellectual property for the entire project and providing Customer with the output formats only. Customer shall retain all of its intellectual property rights in any logos, graphics, text, images or other components it owns and transmits to Agency for use in fulfillment or creation of services.

4. Ownership Rights.

Customer Initials _____ Agency Initials _____

- a) Agency shall endeavor to insure that Customer shall be able to retain, under the fullest extent under the law, any and all intellectual property rights in any text, images or other components created for Customer pursuant to this agreement.
- b) Customer agrees that any material, content, plan or idea prepared by Agency or submitted to Customer for approval at any stage which is not utilized at the termination of this agreement, shall remain the property of Agency. Customer agrees to return to Agency any materials it may have of Agency such as artwork, mock-ups, comps, text, digital media, film, photos or any other physical embodiment of Agency's creative work performed while under this agreement.
- c) Upon termination or expiration of Agreement, Customer agrees to be solely responsible for any additional use of materials and advertisements, created by Agency, pursuant to this agreement. Additional expenses may include, but are not limited to: Fees, Licenses, Translations, Royalties, Talent and other associated fees. Agency's obligation in 4.a shall not apply with any respect to foreign use.

5. Compensation.

For all of Agency's services under this Agreement, Customer shall compensate Agency, in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Agency have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) withhold all materials, services and creative content administered by Agency on behalf of Customer, (3) bring legal action.

6. Confidentiality.

Customer and Agency acknowledge and agree that the Specifications and all other documents and information related to the engagement of marketing or advertisement development (the "Confidential Information") will constitute valuable trade secrets of Agency. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Agency's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public in any advertising medium or channel prior to the engagement of Agency to provide services, or information which was provided to Agency by Customer for publication as a requirement of fulfillment of the Specifications.

7. Limited Warranty and Limitation on Damages.

Customer agrees to indemnify and hold Agency harmless with respect to any claims, loss, lawsuit, liability or judgment suffered by Customer which results from the use of any material prepared or execution of service by Agency or at the direction of Agency which has been materially changed from the Specifications by any advertisers, publishers, hosts, radio and television broadcasts, quotes, testimonials, print journalism or other third-party entity.

Agency agrees to obtain and/or maintain in force for the length of this agreement, at Agency's expense, an appropriate liability policy or policies, having a minimum limit of <<InsuranceCoverageAmount>>, naming Customer as an additional insured and loss payee under such policy or policies as applicable.

In the event of any litigation, proceeding or suit against Customer by any regulatory agency or in the event of a court action challenging any advertising or marketing service prepared by Agency, Agency shall assist in the preparation of defense of such action and

DEMO CONTRACT

Customer Initials _____ Agency Initials _____

This demo contract has been truncated. The complete 5 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/htm/legal-contract-templates/advertising-marketing-contracts/advertising-marketing-services-agency-contract.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials _____ Agency Initials _____

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

ProposalKit.com/htm/proposal-software-products.htm

