MARKETING AGREEMENT

This Marketing Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Client (the business hiring the provider): _____, mailing address _____.

Provider (the agency, freelancer, consultant or creator): _____, mailing address _____.

1. SCOPE OF SERVICES

The Provider will perform these marketing services (check all that apply): [ ] strategy; [ ] SEO; [ ] paid search ads; [ ] paid social ads; [ ] social media management; [ ] email marketing; [ ] written content; [ ] graphic design; [ ] video and photo; [ ] analytics; [ ] website updates; [ ] public relations; [ ] event or campaign marketing; [ ] influencer posts or creator management.

Deliverables, with quantities and timing: _____.

Work not listed here is extra and needs a written change approved by both parties (email is enough).

2. REPORTING AND GOALS

The Provider will send a written report [ ] weekly [ ] monthly [ ] quarterly [ ] on request, covering the work done, results and any ad spend.

Goals (targets, not promises): _____. Guaranteed result (leave blank if none): _____. Apart from any guaranteed result written here, the Provider does not guarantee rankings, traffic, followers, leads, sales or press coverage.

3. AD SPEND

Ad spend is separate from the Provider's fees. It is paid (check one): [ ] by the Client directly to the platforms; [ ] by the Provider and billed at cost; [ ] by the Provider and billed at cost plus _____%. Monthly ad spend may not exceed $_____ without the Client's written approval.

4. FEES AND PAYMENT

Fees (check one): [ ] a monthly retainer of $_____, covering up to _____ hours a month, billed in advance; [ ] a project fee of $_____, with _____% due on signing and the balance on delivery; [ ] $_____ per hour, up to _____ hours a month without approval.

Performance bonus (if any): _____. Expenses (check one): [ ] reimbursed at cost if approved in writing first; [ ] included in the fees.

The Provider will send an invoice listing the services performed by the 5th day of each month. The Client will pay within _____ days, may withhold amounts disputed in good faith with written notice, and owes interest

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on late amounts at the lower of _____% per month or the highest rate the governing law allows (leave blank for no late charges). The Provider may pause work if an undisputed invoice is unpaid 15 days after notice.

5. APPROVALS, OWNERSHIP AND ACCOUNTS

Nothing is published in the Client's name until the Client approves it in writing. The Client will respond within _____ business days. Each deliverable includes _____ rounds of revisions.

Ownership (check one): [ ] the Client owns the final deliverables, including copyright, once they are paid for; [ ] the Provider keeps ownership and gives the Client a permanent license once they are paid for. The Provider keeps its own tools and templates. Portfolio use: [ ] allowed after publication; [ ] not allowed without consent.

The Client owns all ad, social media, analytics, email, website and domain accounts used for the services. The Provider will keep credentials secure, never remove the Client's access, and hand over all access within 5 business days after this Agreement ends.

6. ADVERTISING LAW AND INFLUENCER POSTS

Each party will follow advertising, consumer protection and privacy laws. The Client is responsible for supporting the claims it supplies or approves. Neither party will post fake reviews, pay for reviews of a particular sentiment, or buy fake followers. Marketing email will follow the CAN-SPAM Act.

Influencer posts will run on _____ and will clearly disclose the creator's connection with the Client, as the FTC's Endorsement Guides (16 C.F.R. Part 255) call for. Posts stay live for at least _____ days. The Client may (check one): [ ] share the posts as published; [ ] also repost them on its own channels; [ ] also use them in paid ads, for _____ months.

7. CONFIDENTIALITY, LIABILITY AND INDEPENDENT CONTRACTOR

Each party will keep the other's non-public information confidential during the term and for three years after it ends. Check if agreed: [ ] neither party will solicit the other's staff who worked on the services for _____ months after the end.

NEITHER PARTY IS LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES. EACH PARTY'S TOTAL LIABILITY IS LIMITED TO THE FEES PAID IN THE _____ MONTHS BEFORE THE CLAIM (leave blank for no cap), except for indemnity, confidentiality, amounts owed, and gross negligence or willful misconduct.

The Provider is an independent contractor, controls how it does its work, and pays its own staff and taxes.

8. TERM AND TERMINATION

This Agreement lasts (check one): [ ] month to month; [ ] _____ months, renewing unless either party gives notice; [ ] _____ months, then ends; [ ] until the project is finished. Either party may end it on _____ days' written notice, or on 15 days' notice for an uncured material breach. The Client pays for work performed through the end date.

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9. GOVERNING LAW AND GENERAL TERMS

The laws of the State of _____ govern this Agreement. Disputes will be resolved (check one): [ ] in the courts of _____ County; [ ] by mediation, then court; [ ] by binding arbitration.

This Agreement is the complete agreement of the parties and can be changed only in a signed writing. Neither party may assign it without consent, except to a buyer of its business. If any part is unenforceable, the rest stays in effect. This Agreement may be signed in counterparts and electronically. Date signed: _____.

Additional terms: _____

SIGNATURES

Client

Signature: _____ Date: _____

Printed Name: _____

Provider

Signature: _____ Date: _____

Printed Name: _____

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