

Marketing Services Agreement

An agreement for ongoing marketing services between a client and an agency. Template v1.0.

Date of this agreement: _____

Agency: _____

Client: _____

1. Services

Services:

Start date: _____

Extra services can be added in writing, with any change to the fee agreed first.

2. Fees and ad spend

Monthly fee: _____

Monthly ad budget: _____

Who pays the ad spend:

The monthly fee is invoiced at the start of each month and is due within 15 days. Fees exclude taxes and ad spend. The Agency will not spend more than the ad budget without the Client's written approval.

3. Reporting

Reporting: _____

4. Accounts and access

The Client owns its website, domains, ad accounts, analytics and social media accounts, and the data in them. The Agency gets the access it needs to do the work, through its own login where the platform allows. The Agency keeps access details secure and does not change the ownership or billing of any account.

5. Content approval

The Agency sends content and ads to the Client for approval before they are published. Approval by email or in a shared tool is enough. If the Client takes more than 3 business days to reply, the schedule may move.

6. No guaranteed results

Search rankings, traffic, leads and sales depend on things the Agency does not control, such as search engines, platforms, competitors and the market. The Agency does not guarantee any ranking or result. It will follow good practice and report honestly on performance.

7. Advertising law and platform rules

The Agency follows advertising law and the rules of each platform it uses for the Client. The Client is responsible for the truth of claims about its own products and services, and for any approval its industry needs in order to advertise. The Agency may decline to publish content it reasonably believes breaks the law or a platform rule.

8. Term and ending

Minimum term: _____

Notice to end: _____

After any minimum term, either party may end this agreement by written notice of the length above. Either party may end it at once if the other seriously breaches it and does not fix the breach within 15 days of notice.

9. Handover

When the agreement ends, the Agency hands over the Client's content, campaign settings and reports, removes its own access when asked, and gives reasonable help to move the work to the Client or a new provider. The Client pays all fees due up to the end date.

10. Intellectual property

The Client owns the content and creative work made for it once paid for. The Agency keeps its own tools, methods and templates. Stock images, fonts and other third party materials stay under their own terms of use. The Agency may name the Client as a client and show results that are not confidential, unless the Client says no.

11. Confidentiality

Each party keeps the other's confidential information private and uses it only for this agreement, during the agreement and for two years after.

12. Liability

Neither party is liable for indirect or consequential loss or lost profits. Each party's total liability is limited to the fees paid in the 3 months before the claim, except for fraud, breach of confidentiality or anything the law does not allow to be limited.

13. Governing law and whole agreement

This agreement is governed by the laws of:

This agreement is the whole agreement about the services. A change is valid only in writing signed by both parties. If a term cannot be enforced, the rest still applies.

For the Client

Signature

Name

Date

Title

For the Agency

Signature

Name

Date

Title