

\*\*Marketing Contract\*\*

This Marketing Contract (this "Agreement") is entered into on [Effective Date] ("Effective Date"), by and between [Client Name], a company organized and existing in the State of [Client State], with an address [Client Address] ("Client") and [Marketing Company Name], a company organized and existing in the State of [Marketing Company State], with an address [Marketing Company Address] ("Marketing Company").

\*\*1. Services\*\*

Marketing Company agrees to provide the following services to Client (the "Services"):

- \* Develop and execute a marketing plan for Client's business.
- \* Create and manage Client's social media accounts.
- \* Create and manage Client's website.
- \* Write and distribute marketing copy.
- \* Develop and execute marketing campaigns.
- \* Track and analyze marketing results.
- \*\*2. Fees\*\*

Client agrees to pay Marketing Company the following fees for the Services:

\* A monthly retainer of [Amount] per month.

\* Additional fees for any out-of-pocket expenses incurred by Marketing Company, such as travel expenses or marketing materials.

\*\*3. Term and Termination\*\*

This Agreement will commence on the Effective Date and will continue in effect for a period of [Number] months (the "Term"). Either party may terminate this Agreement at any time upon [Number] days' written notice to the other party.



## \*\*4. Confidentiality\*\*

Marketing Company agrees to keep all confidential information of Client, including but not limited to Client's marketing plans, customer lists, and financial information, confidential. Marketing Company may only disclose confidential information to its employees who are required to know such information in order to perform their duties under this Agreement.

\*\*5. Intellectual Property\*\*

All intellectual property rights in the Services, including but not limited to all copyrights, trademarks, and patents, will belong to Client. Marketing Company will not claim any ownership rights in any intellectual property created or developed in connection with the Services.

\*\*6. Governing Law\*\*

This Agreement will be governed by and construed in accordance with the laws of the State of [State].

\*\*7. Entire Agreement\*\*

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

\*\*8. Severability\*\*

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck from this Agreement and the remaining provisions will remain in full force and effect.

\*\*9. Waiver\*\*

No waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.



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\*\*10. Notices\*\*

All notices and other communications under this Agreement will be in writing and will be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Client: [Client Name] [Client Address]

If to Marketing Company: [Marketing Company Name] [Marketing Company Address]

or to such other address as either party may designate in writing from time to time.

\*\*11. Binding Effect\*\*

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

\*\*Client\*\*

[Client Signature]

\*\*Marketing Company\*\*