

MARKETING SERVICES AGREEMENT

1. 1. Parties

This Marketing Services Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] between [AGENCY NAME], a [ENTITY TYPE] located at [AGENCY ADDRESS] (the "Agency"), and [CLIENT NAME], a [ENTITY TYPE] located at [CLIENT ADDRESS] (the "Client"). The Agency and the Client are referred to individually as a "Party" and together as the "Parties." The primary contacts are [AGENCY ACCOUNT LEAD] and [CLIENT MARKETING CONTACT], and notices are effective when delivered to [AGENCY EMAIL] and [CLIENT EMAIL]. Each Party represents that the person signing below is authorized to bind it.

2. 2. Scope of Marketing Services

The Agency will provide the following services: [SERVICES IN SCOPE, e.g., paid search management, paid social management, search engine optimization, content production, email marketing, marketing automation, analytics and reporting]. The channels, platforms, and markets covered are [CHANNELS AND PLATFORMS] in [GEOGRAPHIC MARKETS AND LANGUAGES]. Monthly production volumes included in the fee are [PRODUCTION VOLUMES, e.g., number of ad creatives, articles, emails, landing pages, or campaign builds]. The following are excluded and quoted separately: [EXCLUSIONS, e.g., website development, brand identity work, video production, public relations, influencer fees, event support, media spend]. Work outside this scope requires written approval before the Agency begins it.

3. 3. Agency Fees and Payment

The Client will pay the Agency [FEE STRUCTURE, e.g., a monthly retainer of AMOUNT, a percentage of managed media spend of PERCENTAGE, an hourly rate of AMOUNT, or a project fee of AMOUNT]. Where fees are a percentage of media spend, the percentage is calculated on net spend actually placed in the billing month and is invoiced with the monthly statement. Fees are invoiced [INVOICE TIMING, e.g., monthly in advance] and are due within [PAYMENT TERM, e.g., 15 days] of the invoice date by [PAYMENT METHOD]. Amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Agency may pause campaigns and work after written notice if payment is more than [SUSPENSION PERIOD, e.g., 10 days] past due. Agency fees are separate from and in addition to media spend, third-party tools, and production costs unless expressly stated otherwise.

4. 4. Advertising Spend and Third-Party Costs

Media spend is the responsibility of the Client and is not included in the Agency fee. The Parties select the following funding method: [SELECT ONE — CLIENT-BILLED: the Client places its own payment method on the advertising accounts and is billed directly by each platform; or AGENCY-BILLED: the Client prepays the Agency a media budget of BUDGET AMOUNT per month, which the Agency places on the Client behalf and reconciles monthly with platform statements]. Under the agency-billed option the Agency will hold prepaid media funds for the sole purpose of purchasing media for the Client, will not use them for agency fees, and will refund any unspent balance within [MEDIA REFUND PERIOD, e.g., 15 days] of termination. The Agency will not exceed the approved monthly media budget by more than [SPEND VARIANCE, e.g., 5 percent] without written approval, and will notify the Client promptly if a platform, payment failure, or policy action interrupts delivery. Third-party costs such as stock assets, software licenses, landing page tools, and production fees are passed through at cost with documentation and require approval above [COST APPROVAL THRESHOLD].

5. 5. Ownership of Accounts, Data, and Assets

The Client owns, and will be the account owner of record on, all advertising accounts, analytics properties, tag manager containers, business manager assets, domains, social profiles, email lists, and customer data used in the Services, whether created before or during this Agreement. Where an account must be created under an Agency container for platform reasons, the Agency will grant the Client administrative access on request and will transfer or assign ownership to the Client at termination. The Client owns all first-party data, subscriber lists, and audience segments derived from its own customers and website traffic. The Agency will not migrate, merge, delete, or restrict Client accounts or data without written instruction from the Client. Within [HANDOVER PERIOD, e.g., 10 business days] after termination, the Agency will transfer account ownership, provide credentials, and deliver campaign structures, creative source files, tracking documentation, and reporting history in a commonly usable format.

6. 6. Approvals, Brand Guidelines, and Publishing

The Agency will submit creative, copy, landing pages, and campaign plans for Client approval before publication, and the Client will approve or provide consolidated written feedback within [APPROVAL WINDOW, e.g., three business days]. Material not responded to within that period may be published if it conforms to previously approved concepts and brand guidelines, unless the Client has designated it as requiring express approval. The Agency will follow the brand guidelines, tone of voice, claim substantiation rules, and regulatory requirements provided by the Client in writing, and will not make claims about the products of the Client that the Client has not approved. The Client may designate [EMERGENCY CONTACT] for urgent pauses, and the Agency will suspend a campaign within [PAUSE RESPONSE TIME, e.g., four business hours] of a written pause request. Routine campaign optimizations within approved budgets and creative sets do not require separate approval.

7. 7. Reporting and Performance Review

The Agency will provide a written performance report [REPORTING FREQUENCY, e.g., monthly] within [REPORTING DAY, e.g., 10 business days] of the end of each period, covering [REPORTED METRICS, e.g., spend by channel, impressions, clicks, cost per click, conversions, cost per acquisition, return on ad spend, organic sessions, and ranking movement]. The report will identify activity performed, results against the agreed targets in Exhibit A, and recommended next actions. The Parties will hold a review call [REVIEW CADENCE, e.g., monthly] to discuss performance and priorities. The Client will have direct read access to the underlying platform data and dashboards at all times, and the Agency will not restrict that access. Targets stated in any report or proposal are estimates based on available data and are not guarantees of performance.

8. 8. Client Responsibilities

The Client will provide timely access to brand assets, product information, pricing, promotional calendars, website and content management systems, analytics, and any platform accounts required to perform the Services. The Client will designate [CLIENT APPROVER] with authority to approve creative, budgets, and campaign changes, and will respond to requests within the windows in Section 6. The Client is responsible for the accuracy and legality of the product claims, offers, testimonials, pricing, and other content it supplies or approves, and for ensuring that its website, checkout, forms, and fulfillment operate correctly. The Client will notify the Agency in advance of promotions, product changes, inventory constraints, or events likely to affect campaign performance. Delays or missing information from the Client shift deadlines accordingly.

9. 9. Compliance, Advertising Standards, and Regulated Claims

Both Parties will comply with applicable advertising, consumer protection, privacy, and anti-spam laws, and with

the policies of each advertising and social platform used. The Agency will include required disclosures, endorsement and testimonial disclosures, and unsubscribe mechanisms in the material it produces, based on the requirements and claim substantiation supplied by the Client. The Client is responsible for the underlying accuracy and substantiation of claims about its products and services, and for any industry-specific regulatory approval required before publication in fields such as health, financial services, or alcohol. The Agency will not knowingly publish material that infringes third-party rights, and will secure appropriate licenses for stock assets it supplies. If a platform rejects, restricts, or removes an advertisement or account, the Agency will notify the Client and work in good faith to resolve it, but is not liable for platform decisions outside its control.

10. Confidentiality and Data Privacy

Each Party will keep confidential the non-public information of the other, including pricing, margins, customer data, strategy, roadmaps, performance results, and credentials, and will use it only to perform or receive the Services. The Agency will handle personal data of Client customers and prospects only as instructed by the Client and only as needed for the Services, will apply reasonable technical and organizational safeguards, and will not sell, share, or use that data for its own purposes or for other clients. The Agency will notify the Client without undue delay of any confirmed unauthorized access to Client data or accounts. Confidentiality obligations continue for [CONFIDENTIALITY PERIOD, e.g., three years] after termination and do not apply to information that is public, previously known, independently developed, or required to be disclosed by law. Where applicable privacy law requires a data processing addendum, the Parties will execute one and it becomes part of this Agreement.

11. Intellectual Property and Portfolio Use

On receipt of full payment for the relevant period or project, the Agency assigns to the Client all right, title, and interest in the creative, copy, designs, and campaign materials produced specifically for the Client, including the copyright in them. The Agency retains ownership of its pre-existing and independently developed processes, templates, scripts, dashboards, benchmarks, and internal tools, and grants the Client a perpetual, non-exclusive, royalty-free license to use them as embedded in the delivered materials. Stock assets, fonts, and licensed music are transferred subject to the terms of the underlying third-party license, which the Agency will identify on request. Unless the Client objects in writing, the Agency may reference the Client and display non-confidential campaign work in a portfolio, case study, or awards submission, without disclosing confidential performance figures, margins, or strategy. Neither Party may use the trademarks of the other outside the purposes of this Agreement without written consent.

12. Term, Termination, and Transition

This Agreement begins on [START DATE] and continues for an initial term of [INITIAL TERM, e.g., six months], renewing automatically for successive [RENEWAL PERIOD, e.g., one-month] periods unless either Party gives at least [NON-RENEWAL NOTICE, e.g., 30 days] written notice before the end of the current period. Either Party may terminate for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice, and the Agency may terminate immediately for non-payment. On termination the Client will pay all fees for work performed and all media placed through the termination date, and the Agency will complete the handover described in Section 5. The Agency will provide transition support for up to [TRANSITION PERIOD, e.g., 15 business days] after termination at [TRANSITION RATE], including a documented handover call with the incoming provider. Neither Party will pause or delete active campaigns without written instruction during the notice period.

13. Warranties, Liability, and Indemnification

The Agency warrants that the Services will be performed in a professional and workmanlike manner by qualified

personnel and in accordance with applicable law and platform policies. The Agency does not guarantee any level of traffic, ranking, conversion, revenue, return on ad spend, or other performance outcome, because results depend on market conditions, competition, platform algorithms, pricing, product, and factors controlled by the Client. Neither Party is liable for indirect, incidental, consequential, or punitive damages or lost profits, and the total liability of each Party will not exceed the Agency fees paid in the [LIABILITY CAP PERIOD, e.g., three months] preceding the claim, excluding media spend, except for breach of confidentiality or willful misconduct. The Client will defend and indemnify the Agency against claims arising from product claims, offers, content, or data supplied or approved by the Client, and the Agency will defend and indemnify the Client against claims arising from its own negligence or from material it created that infringes third-party rights. The indemnified Party must give prompt written notice and reasonable cooperation.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE] without regard to conflict of laws rules, and disputes not resolved through good-faith negotiation and mediation in [MEDIATION LOCATION] will be brought exclusively in the courts located in [VENUE COUNTY AND STATE]. This Agreement, with its exhibits and signed change orders, is the entire agreement between the Parties on marketing services and supersedes prior proposals and understandings; amendments must be in writing and signed by both Parties. Neither Party may assign this Agreement without written consent except to a successor of substantially all of its business. If any provision is unenforceable it will be limited to the minimum extent necessary and the remainder stays in force, and no failure to enforce a right operates as a waiver of it. Neither Party is liable for delay caused by events beyond its reasonable control, including platform outages, changes to platform policies, and interruptions to third-party services.

15. 15. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date. AGENCY: [AGENCY NAME]. Signature: _____. Printed Name: [AGENCY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Advertising, endorsement, privacy, and anti-spam rules vary by state and industry, and regulated sectors such as health, finance, and alcohol impose additional requirements on marketing claims and disclosures. Review and adapt this document for your own circumstances, and consult a licensed attorney before relying on it for a significant engagement. Use of this template does not create an attorney-client relationship with ScanContract.