Here is a template, totally free of charge!

However, **we don't recommend using it.**
Like all free templates on the internet, it hasn't been adapted to your specific needs.

Visit our website to easily create a fully personalized document for a low one-time fee.
Our lawyers work hard to keep everything updated and accurate.
You get all of the benefits of a lawyer at a fraction of the cost.

Advertising Agency Agreement

This Advertising Agency Agreement (hereinafter "Agreement"), is made effective as of _____ by and between the following parties:

_____, a limited liability company, organized under the laws of the state of Alabama, hereinafter referred to as "Agency," having an address at

_____

Email: _____

and

_____, hereinafter referred to as "Client," having an address at

_____

Email: _____

The parties shall be individually referred to as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Agency is in the business of assisting clients with their advertising needs, including, but not limited to, representing clients in relation to their advertising services, preparing commercial material to advertise clients' goods and/or services, acquiring locations, including websites, for advertising clients' services, and advising on clients' advertising strategies;

WHEREAS, Agency wishes to provide to the Client the specified Advertising Services, as defined below;

WHEREAS, Client wishes to utilize Agency's assistance for the provision of the Advertising Services;

WHEREAS, Client's business is as follows ("Client's Business"):

_____

WHEREAS, the Parties each desire to memorialize their understanding through this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - ADVERTISING SERVICES:

Client is engaging Agency to provide the following specific Advertising Services for Client's Business:

_____

ARTICLE 2 - APPROVAL:

Agency agrees to obtain Client's written approval and authorization prior to undertaking any action contemplated under this Agreement. Agency shall not bind Client to any obligation nor make any significant advertising decision without Client's prior written approval. Requested approvals submitted to Client shall contain detailed cost estimates, as well as, where applicable, performance expectations and anticipated results. Cost estimates shall include not only direct costs, such as those related to printing advertising materials or hiring service providers but also indirect costs, such as travel.

ARTICLE 3 - EXCLUSIVITY:

Client agrees that Agency will be Client's exclusive advertising agency in the following territory with respect to Client's Business: _____ (the "Territory"). Client's work with any other agency in the Territory shall constitute breach of this Agreement.

ARTICLE 4 - FEE PAYMENT TERMS:

Client shall be responsible to pay the following fees ("Fees") for Agency's services: $2 (two US dollars), per work delivered. "Work" for the purposes of this clause shall mean each individual piece of advertising design. For example, a flyer shall be one work, a webpage shall be one work, etc.

Late payments are those which are past due at any time. Late payments are subject to the following amount: $2 (two US dollars).

For any fees left unpaid five (5) days past their due date, Agency reserves the right to suspend all Advertising Services, without refund to Client. Agency may choose to additionally terminate this Agreement, at Agency's sole and exclusive discretion.

ARTICLE 5 - COMMISSION:

Agency will also earn a commission ("Commission") on the work it does for Client as follows:

_____

ARTICLE 6 - EXPENSES:

Client shall reimburse Agency for any and all expenses incurred as a result of Agency's provision of the Advertising Services, provided, however, that Client previously agreed to such expenses in writing during the approval phase.

ARTICLE 7 - CLIENT DELIVERY & RESPONSIBILITIES:

DELIVERY: Client shall be responsible for delivering all advertising content requested (the "Content") to the following email address: _____ (the "Contact Point").

CONTENT REQUIREMENTS: Client shall be solely responsible for providing the Content in the formats required by Agency.

ERRORS: Errors and omissions in Content are the sole and exclusive responsibility of the Client. Client shall immediately notify Agency of any error or omission and Agency will act with reasonable speed to correct such error or omission.

ARTICLE 8 - INTELLECTUAL PROPERTY:

Client represents to Agency and unconditionally guarantees that all Content delivered by Client to Agency for the Advertisement Services is the sole and exclusive intellectual property of Client, there are no encumbrances on the Content, and that Client has the right to license the Content for use. Client hereby represents and warrants that the Content will not violate the intellectual property rights of any third party.

Client also represents and unconditionally guarantees that all Content is not defamatory, discriminatory, violent, or obscene, does not constitute false advertising, solicit unlawful behavior, or violate any applicable laws, rules, or regulations and that all Client has the unencumbered to right to sell the products or services as listed in the materials.

Should any Content be (1) adjudicated to be infringing, defamatory, discriminatory, violent, obscene, false advertising, or any other violation of applicable law, rules, or regulations by a competent court of law or judiciary authority, including a neutral mediator or arbitrator; or (2) questioned as infringing by a or letter or notice from a purported rightsholder, Client will specifically indemnify and hold Agency, including all of Agency's employees, contractors, agents, and assigns, harmless from all legal claims and demands, including attorney's fees, which may arise from or relate to any infringement claim by any third party. Such indemnification includes the cost of responding to any such rightsholder and all costs involved in removing any advertisements. Client agrees such indemnification shall specifically include the payment of Agency's actual attorney's fees in defending any such action. Client agrees that Agency shall be able to select its own legal counsel and may participate in its own defense, if Agency wishes.

LICENSE: Client hereby grants to Agency a limited, non-exclusive, non-transferable, non-assignable, royalty-free license to use any Content for the limited purposes of producing and running advertisements under this Agreement.

The license granted through this Agreement will automatically terminate at the termination of this Agreement.

Client retains all ownership rights in all Content submitted by Client to Agency, as well as the final products produced by Agency. Agency may be permitted to use such final products in any portfolio or portfolio-type compilation, upon Client approval.

ARTICLE 9 - TERM & TERMINATION:

The Agreement is effective as of the Effective Date and terminates on the following date:

_____.

The Parties may each terminate this Agreement for material breach of any of its terms, immediately and without notice. Such material breach includes, but is not limited to, Client's failure to pay fees due.

This Agreement will also immediately terminate, without notice, upon the liquidation, dissolution or discontinuance of the business of the Agency in any manner, the filing of any petition by or against the Agency or Client under federal or state bankruptcy or insolvency laws, if any Party is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the other Party, or is guilty of serious misconduct in connection with its performance under this Agreement.

Client may terminate this Agreement at any time, for any reason, but all fees owed will be pro-rated based on Agency's completed work up to the point of cancelation. Agency is the sole and exclusive Party responsible for determining such work and pro-rated amount, but Client may request a record of work if desired. Termination notice must be received in writing by Agency but no specific advance notice is required.

Agency may terminate this Agreement at any time, for any reason, by providing written notice to Client. No specific advance notice is required.

Upon termination for any reason, Agency shall return all Content to Client.

ARTICLE 10 - CONFIDENTIALITY:

Each Party agrees, during the Term and for a period of 2 years thereafter, to hold in strictest confidence and not to use, except for the benefit of the Parties or as required by law, or to disclose to any person, firm, or corporation without the prior written authorization of the other Party, any Confidential Information. "Confidential Information" means any of the Parties' proprietary information, technical data, trade secrets, or know-how, including, but not limited to, reports, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to one Party by the other Party, either directly or indirectly. Each Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with the other Party's personnel or authorized representatives or for any other purpose each Party may hereafter authorize in writing. At the request of either Party or at the termination of this Agreement, the other Party must promptly return all copies of Confidential Information received from such Party, and must promptly destroy all other Confidential Information

prepared by it in connection with this Agreement, including, without limitation, any notes, reports, or other documents.

ARTICLE 11 -

ARTICLE 12 - INSURANCE:

Client is required to maintain relevant insurance as follows:

_____

Agency must be named as an additional insured under such insurance policy.

ARTICLE 13 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The venue for any disputes permitted under this Agreement is the following county: _____.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e)

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions,

which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

h) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

j) FORCE MAJEURE: Agency is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

k) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out above or other email address as that Party may from time to time notify to the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Agency:

Name: _____

Representative Name: _____

Representative Title: _____

Date: _____

Client:

Name: _____

Signature: _____

Date: _____