



Marketing Services Contract Template

Prepared for

[Recipient Name]

[Company Name]

Prepared by

[Sender Name]

[Company Name]

This Agreement is made between:

Client:

Name: [Client's Full Name or Company Name Here]

Address: [Client's Address Here]

Contact: [Client's Email and/or Phone Number Here]

AND

Service Provider (Marketing Agency/Freelancer):

Name: [Marketing Agency's/Freelancer's Full Name or Company Name Here]

Address: [Marketing Agency's/Freelancer's Address Here]

Contact: [Marketing Agency's/Freelancer's Email and/or Phone Number Here]

Scope of Work

1. Description of Services:

[Provide a comprehensive description of the marketing services that will be rendered. This could include tasks such as digital marketing campaigns, content creation, social media management, etc.]

2. Deliverables:

[List specific deliverables expected as a result of the services. For instance: "Monthly SEO reports," "10 blog posts," "Social media posts (3x per week)," and so on.]

3. Deadlines:

[Specify any important dates or milestones where certain tasks or deliverables should be completed. For example: "Initial marketing strategy presentation – [Date]," "First draft of content – [Date]," etc.]

Pricing and Payment Terms

1. Fee Structure:

[Specify the fee structure. This could be a fixed amount, hourly rate, or based on deliverables. Example: "A fixed amount of \$5,000 for the entire project" or "Hourly rate of \$50/hour."]

2. Payment Milestones:

[Detail when payments are expected. For instance:]

- Initial Deposit: 20% upon signing of the contract.
- First Milestone: 40% upon completion of [specific task/deliverable].
- Final Payment: 40% upon project completion.

3. Payment Methods:

[Specify the acceptable methods of payment. For example: "Payments can be made via bank transfer, credit card, or PayPal."]

4. Late Payment Penalties:

[If applicable, specify any penalties or interest charges for late payments. Example: "Any payments delayed by more than 15 days will incur a 5% penalty."]

Duration and Timeline

1. Contract Start Date: [Specify the date on which the services will commence.]

2. Contract End Date: [Specify the date on which the services will conclude, or mention if it's upon completion of all tasks and deliverables.]

3. Project Milestones:

[Provide a detailed breakdown of significant milestones throughout the duration of the contract. This will serve as a guide for both parties to monitor progress. Example format below:]

- Milestone 1: [Description of the Milestone] - Due Date: [Date]
- Milestone 2: [Description of the Milestone] - Due Date: [Date]
- Milestone 3: [Description of the Milestone] - Due Date: [Date]

Confidentiality

1. Confidentiality Agreement:

Both the client and the service provider (marketing agency/freelancer) agree not to disclose, reproduce, or distribute any confidential information pertaining to the other party, the services, or the project's specifics without explicit written consent.

2. Non-disclosure:

Any information deemed as proprietary, sensitive, or confidential that is shared between the parties in the course of executing this contract shall remain confidential unless otherwise agreed upon in writing. This includes, but is not limited to, business strategies, customer lists, marketing tactics, and any other proprietary data.

3. Exceptions:

Confidential information does not include information that:

- Was publicly known or available before its disclosure.

- Becomes publicly known or available after its disclosure through no fault of the receiving party.
- Is independently developed without reference to the confidential information.

Quality Assurance and Performance Metrics

1. Key Performance Indicators (KPIs):

[Specify the KPIs that will be used to measure the effectiveness and success of the marketing services provided. Examples could include: "Number of leads generated," "Website traffic increase," "Social media engagement rate," etc.]

2. Quality Standards:

The service provider commits to maintaining a consistent quality of work that meets or exceeds industry standards. All deliverables shall be of professional quality, both in content and presentation.

3. Review and Feedback:

The client shall provide feedback on the deliverables within [specific time frame, e.g., "7 days"] of receiving them. Necessary revisions will be made by the service provider based on this feedback to ensure the deliverables meet the agreed-upon standards and KPIs.

Termination Clause

1. Termination by Mutual Agreement:

Both parties may mutually agree in writing to terminate this contract at any time.

2. Termination for Cause:

Either party may terminate this contract if the other party breaches any material term or condition of this contract and fails to remedy such breach within [e.g., "30 days"] of written notice.

3. Notice Period:

In the event of termination not due to a breach, the terminating party shall provide [e.g., "15 days"] written notice to the other party.

4. Penalties:

[If applicable, specify any penalties or compensations due to early termination. For instance: "In case of early termination by the client without cause, a penalty equivalent to 20% of the remaining contract value shall be payable."]

Legal Compliance and Governing Law

1. Compliance:

Both parties commit to conducting all activities under this contract in compliance with all relevant local, state, and federal laws, regulations, and standards.

2. Governing Law:

This contract shall be governed by and interpreted in accordance with the laws of [Specify the State or Country, e.g., "California, United States"].

3. Jurisdiction:

Any disputes arising from or related to this contract shall be subject to the exclusive jurisdiction of the courts of [Specify the relevant jurisdiction, e.g., "California"].

4. Modifications:

Any changes, amendments, or modifications to this contract must be in writing and signed by both parties to be valid.

By signing below, both parties acknowledge they have read, understood, and agree to the terms and conditions of this Marketing Services Contract.

Client:

[Client's Full Name or Company Name Here]

Signature: _____

Date: _____

Service Provider (Marketing Agency/Freelancer):

[Marketing Agency's/Freelancer's Full Name or Company Name Here]

Signature: _____

Date: _____

