

Advertising Agreement

Disclaimer:

This template is provided for general informational purposes only and does not constitute legal advice. The use of this document does not create an attorney-client relationship. It is strongly recommended that you consult a qualified attorney to review and adapt this agreement to your specific business needs and to ensure compliance with applicable laws and regulations.

Effective Date:

This Advertising Agreement (“Agreement”) is entered into by and between:
_____, a _____ with its principal place of business at _____
 (“Advertiser”),
and _____, a _____ with its principal place of business at _____
 (“Agency”). Collectively referred to as the “Parties”.

Purpose

The purpose of this Agreement is to establish the terms under which the Agency will provide advertising services for the Advertiser, including but not limited to the creation, placement, and management of advertising campaigns across various media channels.

Scope of Services

The Agency agrees to deliver the services outlined in **Exhibit A (Scope of Work)**, which may include strategy development, creative production, media buying, analytics, and campaign optimization. Any material changes to the scope must be agreed upon in writing by both Parties.

Term and Termination

This Agreement shall commence on the Effective Date and continue until _____ or until terminated by either Party with at least **thirty (30) days’** written notice. Either Party may terminate immediately in case of a material breach, provided the breach is not cured within **ten (10) business days** after receiving written notice. Upon termination, the Advertiser shall pay the Agency for all services rendered up to the termination date.

Compensation and Payment

The Advertiser agrees to pay the Agency in accordance with the terms described in **Exhibit B (Payment Terms)**. Invoices shall be issued _____, and payment shall be due within _____ days from the date of invoice. Late payments may be subject to a _____ % monthly late fee. All costs related to media placement, ad spend, or third-party tools shall be pre-approved in writing by the Advertiser.

Intellectual Property Rights

All advertising content, copy, graphics, and materials developed specifically for the Advertiser as part of this Agreement shall become the property of the Advertiser upon full and final payment.

If the Agency incorporates pre-existing proprietary materials or third-party assets, it shall retain ownership of those elements and grant the Advertiser a non-exclusive, non-transferable license to use them solely for the agreed campaign.

The Advertiser may not sell or sublicense any Agency-owned materials without prior written approval.

Confidentiality

Each Party agrees to maintain the confidentiality of any non-public, sensitive, or proprietary information disclosed by the other Party in connection with this Agreement. Confidential Information includes but is not limited to business plans, financial data, advertising strategies, client information, and creative materials.

This obligation shall remain in effect for **two (2) years** after the termination of this Agreement and does not apply to information that is publicly known, independently developed, or disclosed by legal requirement.

Data Privacy and Compliance

Both Parties agree to comply with all applicable federal, state, and local privacy and advertising regulations, including but not limited to any consumer data protection laws in the state(s) where they operate or target consumers.

If applicable, the Parties shall specifically adhere to the requirements of the _____ and any related amendments or successor legislation.

If advertising involves the use of cookies, tracking pixels, analytics tools, or personal data collection, the Parties agree to:

- Implement appropriate disclosures and obtain consent as required by law;
- Use collected data solely for the intended campaign;
- Avoid the unauthorized sale, transfer, or misuse of personal information.

Each Party is responsible for maintaining its own legal compliance and assisting with any regulatory requests as needed.

Limitation of Liability

Neither Party shall be liable to the other for any indirect, incidental, special, or consequential damages, including loss of revenue or profit, even if such damages were foreseeable. The total cumulative liability of either Party for any claim related to this Agreement shall not exceed the total amount paid by the Advertiser to the Agency during the **six (6) months** prior to the event giving rise to the claim.

Force Majeure

Neither Party shall be held responsible for failure or delay in fulfilling its obligations under this Agreement due to events beyond its reasonable control, including natural disasters, wars, pandemics, government restrictions, labor disputes, or failures of internet infrastructure. The affected Party shall notify the other Party promptly and make reasonable efforts to resume performance as soon as possible.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the _____, without regard to conflict of law principles. Any disputes arising from or related to this

Agreement shall be resolved exclusively in the courts located in _____ and _____, and the Parties consent to the jurisdiction of such courts.

Entire Agreement

This document, including all referenced exhibits and attachments, represents the entire agreement between the Parties and supersedes all prior discussions, negotiations, or agreements, whether oral or written. Any amendments must be made in writing and signed by both Parties.

Name:

Title:

Date:

Name:

Title:

Date:

Exhibit A. Scope of Work

Campaign Title:

Campaign Objectives:

Services to Be Provided:

Platforms/Channels:

Deliverables:

Timeline:

Exhibit B. Payment Terms

Fee Structure:

Monthly fee: \$

Project fee: \$

Hourly rate: \$

Commission:

Other:

Media Budget:

Total ad spend: \$

Paid by: Advertiser
 Agency

Payment Schedule:

Invoices:

Monthly

Milestones

Launch

Due in:

Late fee:

Additional Costs:

Payment Method:

Bank transfer

Check

Online

Other: