



DIGITAL MARKETING SERVICES AGREEMENT

This Digital Marketing Services Agreement (“Agreement”) is entered into as of **[Date]**, by and between:

[Agency Name], a [State/Country] company with its principal office located at [Agency Address] (“Agency”),

and

[Client Name], with its principal office located at [Client Address] (“Client”).

1. Scope of Services

Agency agrees to provide Client with digital marketing services, which may include but are not limited to:

- Search Engine Optimization (SEO)
- Paid Advertising (e.g., Google Ads, Facebook Ads)
- Social Media Management
- Content Creation and Marketing
- Email Marketing
- Analytics and Reporting

Specific services and deliverables will be outlined in **Exhibit A (Scope of Work)** attached to this Agreement.

2. Term

This Agreement shall commence on **[Start Date]** and continue for an initial term of **[X months]**, unless terminated earlier in accordance with Section 9. Thereafter, the Agreement shall automatically renew on a month-to-month basis unless either party provides written notice of non-renewal at least **30 days** prior to expiration.

3. Compensation

1. **Fees:** Client agrees to pay Agency a fee of **[Amount]** per **[month/project]**, as detailed in **Exhibit B (Payment Terms)**.
 2. **Expenses:** Any third-party costs (e.g., advertising spend, software subscriptions, stock media) will be billed separately with Client's prior approval.
 3. **Invoices & Payment:** Invoices are due within **[15/30] days** of receipt. Late payments may incur a **[X%] per month** late fee.
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4. Client Responsibilities

Client agrees to:

- Provide timely access to necessary accounts, platforms, and brand assets.
 - Designate a primary contact for approvals and communications.
 - Review and approve deliverables in a timely manner.
 - Ensure all provided materials do not infringe upon third-party rights.
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5. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary or confidential information shared during the course of this Agreement and not disclose it to any third party without prior written consent, except as required by law.

6. Intellectual Property

- All original content, designs, and deliverables created by Agency for Client under this Agreement shall become the property of Client upon full payment.
 - Agency retains the right to showcase non-confidential work in its portfolio and marketing materials.
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7. Performance Disclaimer

Agency makes no guarantees regarding specific results (e.g., rankings, sales, leads), as digital marketing outcomes are influenced by factors beyond Agency's control (e.g., market trends, platform changes, competition).

8. Independent Contractor

Agency is an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture between the parties.

9. Termination

Either party may terminate this Agreement:

- With **30 days' written notice** for convenience, or
- Immediately for cause if the other party breaches a material provision and fails to cure such breach within **10 business days** of receiving written notice.

Upon termination, Client shall pay for all services rendered and expenses incurred up to the effective date of termination.

10. Limitation of Liability

Agency's liability under this Agreement shall not exceed the total amount paid by Client to Agency in the preceding **3 months**. In no event shall either party be liable for indirect, incidental, or consequential damages.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **[State/Country]**, without regard to its conflict of law principles.

12. Entire Agreement

This Agreement, including all attached Exhibits, constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations.

Signatures

Agency:

Name: _____

Title: _____

Signature: _____

Date: _____

Client:

Name: _____

Title: _____

Signature: _____

Date: _____